

County of El Dorado Board of Supervisors Meeting Room 330 Fair Lane, Bldg. A Thursday, June 7, 2018; 1:00PM

EL DORADO COUNTY TRANSIT AUTHORITY

Regular Meeting

Chairperson: Shiva Frentzen, County of El Dorado Supervisor, District II

Vice Chairperson: Mark Acuna, City of Placerville Councilmember Directors: Patty Borelli, 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 Personnel Session Pursuant to Government Code Section 54957 to consider the Appointment, Employment and Evaluation of the Executive Director.

Closed Personnel Session Pursuant to Government Code Section 54957.6 Concerning Labor Negotiations with the Transit Driver's Bargaining Unit. The designated representatives for the El Dorado County Transit Authority are Executive Director Mindy Jackson and Michael Tucker Legal Counsel.

RECONVENE TO OPEN SESSION AND CLOSED SESSION REPORTS

PLEDGE OF ALLEGIANCE

ROLL CALL

CEREMONIAL ITEMS

PAGE

A. Proclamation of Retiring Transit Operator Trish Jones-Barber

5

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>C(</u>	ONSENT CALENDAR	PAGE
	A.	Approve Conformed Minutes of Regular Meeting April 5, 2018	7
	В.	Receive and File March and April 2018 Ridership Reports	12
	C.	1. Adopt Resolution No. 18-26 for five (5) year Lease Purchase option to partially fund the purchase of five (5) Motor Coach Industries (MCI) Coaches	18
		2. Approve Installment Sale Agreement #18-005 with a semiannual payment Schedule	
		3. Authorize the Executive Director, with Legal Counsel review, to execute all documents relating to the project up to the approved budget as presented in project 17-02 (2)	
	D.	Approve Designation of Surplus Property as Per Itemized Property Inventory List	56
	E.	Adopt Resolution No. 18-17 revising the <u>El Dorado County Transit Authority</u> <u>Personnel Policies and Procedures Manual</u> with regard to policy revisions and additions	59
	F.	Adopt Resolution No. 18-23 adopting the El Dorado County Transit Authority Equal Opportunity Program (EEOP)	64
	G.	Approve Charter Rate of \$160.00 per hour for Fiscal Year 2018/19	88
	Н.	Receive and File Quarterly Investment Report for Quarter Ending 03/31/2018	90
	I.	1. Adopt Resolution No. 18-22 Identifying Fuel as Exempt from Competitive Bidding and Authorize the Executive Director to Procure Fuel from Outside Vendors	93
		2. Approve Blanket Purchase Order No. B24008 issued to Dawson Oil Company in the amount of \$650,000 and Blanket Purchase Order No. B24013 issued to Hunt & Sons, Inc. in the amount of \$90,000 for fiscal year 2018/19	

J.	1. Approve Purchase Order No. 24004 issued to the California Transit Indemnity Pool in the amount of \$535,000	98
	2. Approve Purchase Order No. 24005 issued to the California Transit Indemnity Pool in the amount of \$25,000	
	3. Approve Purchase Order No. 24023 issued to the Special District Risk Management Authority in the amount of \$190,000	
<u>A(</u>	CTION ITEMS	
A.	Receive and File El Dorado County Transit Authority Workers Compensation Trending Report	103
В.	1. Open public hearing	110
	2. Accept public comment regarding proposed changes to Dial-A-Ride from the Dial-A-Ride Focus Group Report	
	3. Close public hearing	
	4. Adopt the proposed changes to Dial-A-Ride from the Dial-A-Ride Focus Group Report	
C.	1. Open public hearing	128
	2. Accept public comment regarding the Final Operating Budget for Fiscal Year 2018/19	
	3. Close public hearing	
	4. Adopt Resolution No. 18-24 for the Final Operating Budget for Fiscal Year 2018/19	
D.	1. Open public hearing	132
	2. Accept public comment regarding Fiscal Year 2018/19 Final Capital Improvement Plan and Capital Budget	
	3. Close public hearing	
	4. Adopt Resolution No. 18-25 for the Fiscal Year 2018/19 Final Capital Improvement Plan and Capital Budget	
	A. B.	Indemnity Pool in the amount of \$535,000 2. Approve Purchase Order No. 24005 issued to the California Transit Indemnity Pool in the amount of \$25,000 3. Approve Purchase Order No. 24023 issued to the Special District Risk Management Authority in the amount of \$190,000 ACTION ITEMS A. Receive and File El Dorado County Transit Authority Workers Compensation Trending Report B. 1. Open public hearing 2. Accept public comment regarding proposed changes to Dial-A-Ride from the Dial-A-Ride Focus Group Report 3. Close public hearing 4. Adopt the proposed changes to Dial-A-Ride from the Dial-A-Ride Focus Group Report C. 1. Open public hearing 2. Accept public comment regarding the Final Operating Budget for Fiscal Year 2018/19 3. Close public hearing 4. Adopt Resolution No. 18-24 for the Final Operating Budget for Fiscal Year 2018/19 D. 1. Open public hearing 2. Accept public comment regarding Fiscal Year 2018/19 Final Capital Improvement Plan and Capital Budget 3. Close public hearing 4. Adopt Resolution No. 18-25 for the Fiscal Year 2018/19 Final Capital

3. INFORMATION ITEMS

PAGE

158

A. 2018 El Dorado County Fair Shuttle Flyer

EXECUTIVE DIRECTOR REPORT *

BOARD MEMBER COMMENTS *

ADJOURNMENT

* Verbal Report

NEXT REGULARLY SCHEDULED EL DORADO COUNTY TRANSIT AUTHORITY BOARD MEETING Thursday, August 2, 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 Ceremonial Item

MEMORANDUM

DATE: June 7, 2018

TO: El Dorado County Transit Authority

FROM: Mindy Jackson, Executive Director

SUBJECT: Recognizing Retiring Transit Operator Trish Jones-Barber for

twenty-four (24) years of public service

REQUESTED ACTION:

BY MOTION,

Adopt Proclamation in recognition and appreciation of Trish Jones-

Barber's 24 years of public service as a Transit Operator

BACKGROUND

Ms. Trish Jones-Barber began her public Transit Operator career in January 1994 with El Dorado Transit and has provided excellent customer service to our passengers and the general public during these twenty-four (24) years.

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

Staff recommends the presentation of the Proclamation acknowledging El Dorado Transit's appreciation of Ms. Jones-Barber's twenty-four (24) years of outstanding dedicated public service.





Proclamation

OF THE EL DORADO COUNTY TRANSIT AUTHORITY BOARD OF DIRECTORS

Recognizing Trish Jones-Barber, Transit Operator, for over 24 years of outstanding public service

WHEREAS, Trish Jones-Barber has been employed by the El Dorado County Transit Authority since January 1994 during which time she has dedicated herself to public service and excellence within the El Dorado County Transit Authority ensuring the highest level of service to the public; and

WHEREAS, Ms. Jones-Barber has been well known for her exceptional customer service; and

WHEREAS, Ms. Jones-Barber is known for her kindness and reliability; and

WHEREAS, Ms. Jones-Barber, honorably served the public during her career of 24 years with El Dorado County Transit Authority; and

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

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

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

PASSED by the Governing Board of the El Dorado County Transit Authority at a regular meeting of the Board held on the 7th day of June 2018.

Attest:	
Megan Wilcher	Shiva Frentzen
Secretary to the Board	Chairperson



County of El Dorado Board of Supervisors Meeting Room 330 Fair Lane, Bldg. A Thursday, April 5, 2018; 1:00PM

EL DORADO COUNTY TRANSIT AUTHORITY CONFORMED AGENDA MINUTES

Chairperson: Shiva Frentzen, County of El Dorado Supervisor, District II

Vice Chairperson: Mark Acuna, City of Placerville Councilmember Directors: Patty Borelli, 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

The meeting was called to order by Chairperson Frentzen at 1:00 PM and recessed to closed session.

Closed Personnel Session Pursuant to Government Code Section 54957 to consider the Appointment, Employment and Evaluation of the Executive Director.

Closed Personnel Session Pursuant to Government Code Section 54957.6 Concerning Labor Negotiations with the Transit Driver's Bargaining Unit. The designated representatives for the El Dorado County Transit Authority are Executive Director Mindy Jackson and Michael Tucker.

RECONVENE TO OPEN SESSION AND CLOSED SESSION REPORTS

Nothing to report out.

PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was recited.

ROLL CALL

Directors Present: Mark Acuna, Patty Borelli, Shiva Frentzen, John Hidahl, Michael

Ranalli

Directors Absent: Brian Veerkamp

A quorum was present.

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

M/S: Borelli/Veerkamp

Ayes: Borelli, Clerici, Frentzen, Hidahl, Veerkamp

OPEN FORUM

None

1. CONSENT CALENDAR

- A. Approve Conformed Minutes of Regular Meeting March 1, 2018
- B. Receive and File February 2018 Check Registers
- C. Receive and File February 2018 Ridership Reports
- D. 1. Approve Prefunding of Other Post-Employee Benefit Program for fiscal year ending June 30, 2018 in the amount of \$55,631
 - 2. Authorize Executive Director to execute all documents necessary for continued participation
- E. Adopt Capital Improvement Plan Project 19-04 for Local Route Vehicle Replacement Fiscal Year 2018/19
- F. Adopt Resolution No. 18-14 Authorizing the El Dorado County Transit Authority and the Executive Director to execute all documents for the Caltrans Division of Rail and Mass Transportation Low Carbon Transit Operations Program (LCTOP), Fiscal Year 2017/18
- G. Approve Vehicle Replacement Plan for Fiscal Years 2018/19 through 2024/25
- H. Adopt Resolution No. 18-16 establishing a \$1,000,000 Target for an Operating Reserve
- 1. Adopt Resolution No. 18-15 Identifying a Fare Box Purchase as Exempt from Competitive Bidding

- 2. Approve Purchase Order 23281 for the purchase of Fare Boxes, Stands and Mounting Brackets from Diamond Manufacturing, Inc.
- 3. Authorize the Executive Director to execute all contracts and documents related to purchase and implementation of up to the approve budget for Capital Improvement Plan 18-07
- J. Approval of Purchase Orders above \$25,000 for Fiscal Year 2018/19
- K. 1. Adopt Resolution No. 18-12 revising the Adopted El Dorado County Transit Authority Personnel Policies and Procedures Manual
 - 2. Adopt and Approve Revised Office Assistant II Job Classification
- L. 1. Adopt Resolution No. 18-13 Adopting the Allocation Plan for Fiscal Year 2018/19
 - 2. Adopt Resolution No. 18-20 Approving the Salary Schedule for Fiscal Year 2018/19
- M. Approve Designation of Surplus Property as Per Itemized Property Inventory List
- N. Adopt Resolution No. 18-18, a Resolution to Accept an Irrevocable Offer of Dedication #18-01, from Salud, et. al., which conveys fee title and a slope easement to a portion of the Bass Lake Hills Park and Ride site
- O. Adopt Resolution No. 18-19, a Resolution to Accept an Irrevocable Offer of Dedication #18-02, from Carolyn M. Uchikura, which conveys fee title to a portion of the Bass Lake Hills Park and Ride site
- P. 1. Approve Professional Services Agreement (PSA) with RTS Computer Services for Computer and Network Support Services for Fiscal Year 2018/19
 - 2. Approve Purchase Order No. B24023 for an amount not-to-exceed \$70,000.00 for Informational Technology Support during Fiscal Year 2018/19

2. <u>ACTION ITEMS</u>

A. 1. Approve the engagement of a five (5) year Lease Purchase option to partially fund the purchase of five (5) Motor Coach Industries, Inc. (MCI) Commuter Coaches

- 2. Approve Revised Vehicle Replacement Capital Improvement Project 17-02 (2) to reflect revised funding strategy
- 3. Authorize the Executive Director, with Legal Counsel review to execute all documents relating to the project up to the approved budget as presented in project 17-02 (2)

Action: Approve the engagement of a five (5) year Lease Purchase option to partially fund the purchase of five (5) Motor Coach Industries, Inc. Commuter Coaches, Approve Revised Vehicle Replacement Capital Improvement Plan project and Authorize Executive Director, with Legal Counsel to execute all documents

M/S: Hidahl/Borelli

Aves: Acuna, Borelli, Frentzen, Hidahl, Ranalli

Absent: Veerkamp

- B. 1. Approve Purchase Order No. 23279 issued to Motor Coach Industries, Inc. (MCI) in the amount of \$2,820,098.95 for purchase of five (5) replacement commuter coaches
 - 2. Approve Purchase Order No. 23283 issued to INIT Innovations in Transportation, Inc. in the amount of \$33,180.00 for wiring on five (5) MCI coaches on Purchase Order No. 23279
 - 3. Authorize the Executive Director to execute all documents relating to the Vehicle Replacement Capital Improvement Plan project 17-02 (2)

Action: Approve Purchase Order Numbers 23279 and 23283 for the purchase and wiring of five (5) Motor Coach Industries, Inc commuter coaches and Authorize the Executive Director to execute all doucments.

M/S: Hidahl/Borelli

Ayes: Acuna, Borelli, Frentzen, Hidahl, Ranalli

Absent: Veerkamp

3. INFORMATION ITEMS

- A. Pension and Other-Post Employee Retirement Benefits
- B. El Dorado Transit Newsletter
- C. El Dorado Transit Go Pass Flyer

EXECUTIVE DIRECTOR REPORT *

BOARD MEMBER COMMENTS *

ADJOURNMENT

The meeting was adjourned by Chairperson Frentzen at 1:41 PM. The next regularly scheduled meeting is May 3, 2018.

* Verbal Report

Respectfully Submitted,

Megan Wilcher Secretary to the Board

AGENDA ITEM 1 B Consent Item

MEMORANDUM

DATE: June 7, 2018

TO: El Dorado County Transit Authority

FROM: Brian James, Planning and Marketing Manager

SUBJECT: March and April 2018 Ridership Reports

REQUESTED ACTION:

BY MOTION,

Receive and File the March and April 2018 Ridership Reports

BACKGROUND

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

DISCUSSION

Following are the March and April 2018 monthly ridership tables comparing the current fiscal year to the previous fiscal year.

March Ridership

March 2018	March 2017	Decrease	% Decrease
28,401	32,639	4,238	-13.0%

In March, Demand Response ridership decreased by 12.0%, Local Fixed Route ridership decreased by 24.2%, and Commuter ridership decreased by 3.6%.

April Ridership

April 2018	April 2017	Increase	% Increase
28,870	26,899	1,971	+7.3%

In April, Demand Response ridership decreased by 13.8%, Local Fixed Route ridership decreased by 1.1%, and Commuter ridership increased by 16.8%.

Following are the March and April 2018 monthly ridership reports and the fiscal year-to-date ridership report comparing the current fiscal year to the previous fiscal year.

El Dorado County Transit Authority June 7, 2018 Agenda Connect Card ridership is recorded every time a Connect Card is tapped onto the equipment in one of the vehicles. The number of riders is tracked to evaluate system usage. El Dorado Transit recorded 9,492 taps or 30.8% of all ridership in March 2018 and 10,361 taps or 33.3% of all ridership in April 2018. 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 April 2018

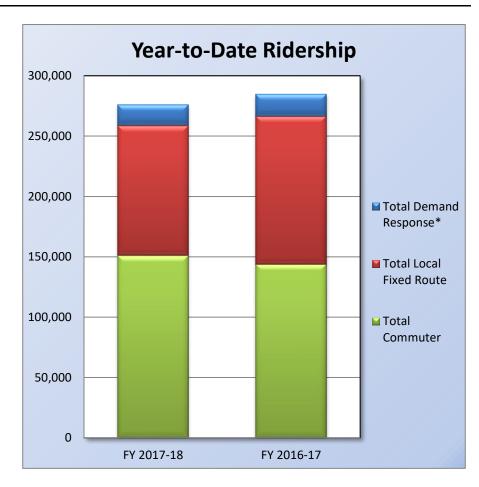


Demand Response	FY 2017-18	FY 2016-17	% Change
Dial-a-Ride	15,953	17,127	-6.9%
Sac-Med	465	453	2.6%
ADA Paratransit	641	747	-14.2%
Total Demand Response*	17,059	18,327	-6.9%

Local Fixed Route	FY 2017-18	FY 2016-17	% Change
Cameron Park	10,229	12,328	-17.0%
Diamond Springs	21,228	24,314	-12.7%
Saturday Express	4,164	4,897	-15.0%
Pollock Pines	31,119	37,625	-17.3%
Placerville Shuttle	37,313	42,504	-12.2%
Diamond Springs Saturday	895	935	-4.3%
El Dorado Hills	2,866	0	100.0%
Total Local Fixed Route	107,814	122,603	-12.1%

Commuter	FY 2017-18	FY 2016-17	% Change
Sacramento Commuter	120,148	114,160	5.2%
Reverse Commuter	478	444	7.7%
50 Express	30,437	29,264	4.0%
Total Commuter	151,063	143,868	5.0%

Other Services	FY 2017-18	FY 2016-17	% Change
M.O.R.E.	18,636	21,112	-11.7%
Adult Day Services	5,538	4,647	19.2%
Total Other Services	24,174	25,759	-6.2%



Systemwide*	FY 2017-18	FY 2016-17	% Change
3,555	275,936	284,798	-3.1%

^{*}Does not include Other Services

March 2018 Ridership Report

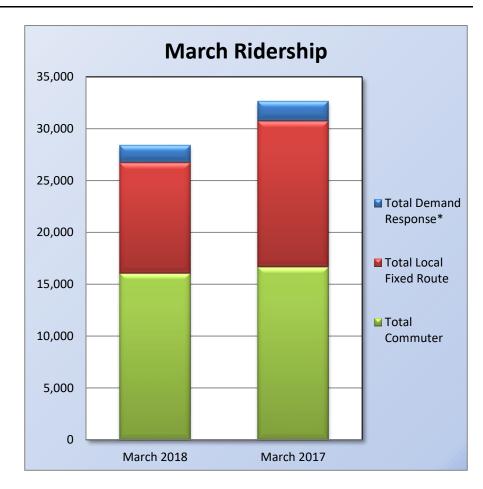


Demand Response	March 2018	March 2017	% Change
Dial-a-Ride	1,602	1,786	-10.3%
Sac-Med	34	51	-33.3%
ADA Paratransit	32	59	-45.8%
Total Demand Response*	1,668	1,896	-12.0%

Local Fixed Route	March 2018	March 2017	% Change
Cameron Park	1,021	1,372	-25.6%
Diamond Springs	2,356	2,921	-19.3%
Saturday Express	397	480	-17.3%
Pollock Pines	2,814	4,317	-34.8%
Placerville Shuttle	3,664	4,876	-24.9%
Diamond Springs Saturday	81	121	-33.1%
El Dorado Hills	338	0	100.0%
Total Local Fixed Route	10,671	14,087	-24.2%

Commuter	March 2018	March 2017	% Change
Sacramento Commuter	12,734	12,871	-1.1%
Reverse Commuter	38	43	-11.6%
50 Express	3,290	3,742	-12.1%
Total Commuter	16,062	16,656	-3.6%

Other Services	March 2018	March 2017	% Change
M.O.R.E.	1,872	2,276	-17.8%
Adult Day Services	562	572	-1.7%
Total Other Services	2,434	2,848	-14.5%



Systemwide*	March 2018	March 2017	% Change
	28,401	32,639	-13.0%

^{*}Does not include Other Services

April 2018 Ridership Report

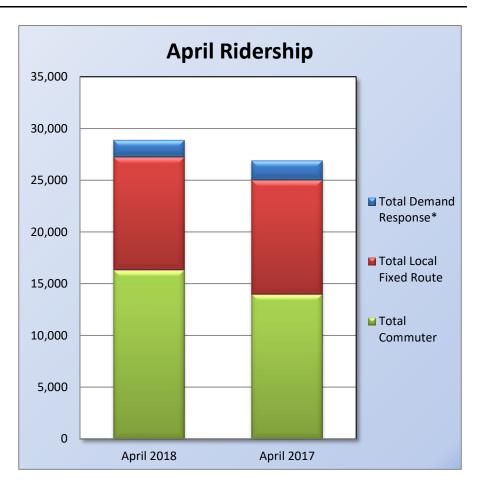


Demand Response	April 2018	April 2017	% Change
Dial-a-Ride	1,530	1,772	-13.7%
Sac-Med	37	44	-15.9%
ADA Paratransit	48	57	-15.8%
Total Demand Response*	1,615	1,873	-13.8%

Local Fixed Route	April 2018	April 2017	% Change
Cameron Park	1,092	1,118	-2.3%
Diamond Springs	2,542	2,029	25.3%
Saturday Express	321	422	-23.9%
Pollock Pines	2,880	3,376	-14.7%
Placerville Shuttle	3,596	3,977	-9.6%
Diamond Springs Saturday	99	124	-20.2%
El Dorado Hills	396	0	100.0%
Total Local Fixed Route	10,926	11,046	-1.1%

Commuter	April 2018	April 2017	% Change
Sacramento Commuter	12,655	11,072	14.3%
Reverse Commuter	29	50	-42.0%
50 Express	3,645	2,858	27.5%
Total Commuter	16,329	13,980	16.8%

Other Services	April 2018	April 2017	% Change
M.O.R.E.	1,731	2,033	-14.9%
Adult Day Services	536	516	3.9%
Total Other Services	ol.	2,549	#VALUE!



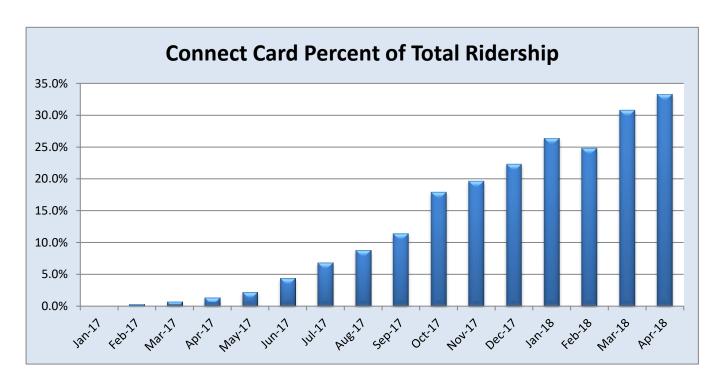
	April	April	
Systemwide*	2018	2017	% Change
	28,870	26,899	7.3%

^{*}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%
Jan-18	8,171	31,005	26.4%
Feb-18	7,175	28,913	24.8%
Mar-18	9,492	30,835	30.8%
Apr-18	10,361	31,137	33.3%



Connect Card Consortium Goal of 25% by June 2018

AGENDA ITEM 1 C Consent Item

MEMORANDUM

DATE: June 8, 2018

TO: El Dorado County Transit Authority

FROM: Julie Petersen, Finance Manager

SUBJECT: Motor Coach Industries Procurement Financing

REQUESTED ACTION:

BY MOTION,

- 1. Adopt Resolution No. 18-26 for a five (5) year Lease Purchase option to partially fund the purchase of five (5) MCI Commuter Coaches
- 2. Approve Installment Sale Agreement #18-005 with a semiannual payment schedule
- 3. Authorize the Executive Director, with Legal Counsel review, to execute all documents relating to the project up to the approved budget as presented in project 17-02 (2)

BACKGROUND

On June 6, 2016 the El Dorado County Transit Authority (El Dorado Transit) Board adopted the <u>Capital Improvement Plan for Fiscal Year 2016/17</u> (CIP). Included in the CIP is project 17-02 Vehicle Replacement 5 Year Plan – Commuter, which is to replace five (5) 40' Bluebird buses.

The buses to be replaced are 2006 models and no longer supported by the manufacturer. Parts are difficult to source driving repair costs higher than expected. The intent is to replace these buses with Motor Coach Industries (MCI) commuter coaches.

El Dorado Transit is participating in a joint-procurement contract with the City of Fairfield and the Yolo County Transportation District. This agreement was approved by El Dorado Transit Board on November 7, 2017.

Board action related to project 17-02:

June 2, 2016 Board approved CIP Project 17-02.

April 5, 2018 Board approved Financing for five (5) MCI commuter coaches

El Dorado County Transit Authority June 7, 2018 Agenda

DISCUSSION

The Board approved staff to engage in the most cost effective proposal received for the lease purchase for the buses.

The California Special District Association (CSDA) was chosen as the financial institution to utilize with a 3.35% interest rate and a semiannual pay schedule.

Staff is requesting the Board approve Resolution No. 18-26 and Installment Sale Agreement. The Installment Sales Agreement is under review by El Dorado Transit Legal Counsel. This item will not move forward prior to Legal Counsel approval.

FISCAL IMPACT

This item is within the approved Capital Budget.

EL DORADO COUNTY TRANSIT AUTHORITY RESOLUTION NO. 18-26

AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT SALE AGREEMENT, AND AUTHORIZING AND DIRECTING CERTAIN ACTIONS IN CONNECTION WITH THE ACQUISITION OF COMMUTER BUSES

- **WHEREAS,** the El Dorado County Transit Authority (the "Authority") is a public agency duly organized and existing under and pursuant to the laws of the State of California; and
- **WHEREAS**, the Authority desires to provide for financing in the approximate amount of \$1,200,000 for the acquisition of five commuter buses (the "Property"); and
- **WHEREAS,** Municipal Finance Corporation (the "Corporation") has proposed a cost-effective five year installment sale financing arrangement at a 3.35% interest rate;
- **NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the El Dorado County Transit Authority as follows:
- SECTION 1. <u>Installment Sale Agreement</u>. The Chairperson of the Board of Directors, the Executive Director or a designee in writing (each, an "Authorized Officer") is hereby authorized to enter into an Installment Sale Agreement (the "Installment Sale") with the Corporation to finance the Property, subject to approval as to form by the Authority's legal counsel.
- SECTION 2. <u>Attestations</u>. The Secretary of the Board or other appropriate Authority officer is hereby authorized and directed to attest the signature of the Authorized Officer, and to affix and attest the seal of the Authority, as may be required or appropriate in connection with the execution and delivery of the Installment Sale.
- SECTION 3. Other Actions. The Authorized Officer and other officers of the Authority are each hereby authorized and directed, jointly and severally, to take any and all actions and to execute and deliver any and all documents, agreements and certificates which they may deem necessary or advisable in order to carry out, give effect to and comply with the terms of this Resolution and the Installment Sale. Such actions are hereby ratified, confirmed and approved.
- SECTION 4. Qualified Tax-Exempt Obligations. The Installment Sale is hereby designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The Authority, together with all subordinate entities of the Authority, do not reasonably expect to issue during the calendar year in which the Installment Sale is issued more than \$10,000,000 of obligations which it could designate as "qualified tax-exempt obligations" under Section 265(b) of the Code.
- SECTION 5. Reimbursement of Prior Expenditures. The Authority declares its official intent to be reimbursed from the proceeds of the Installment Sale approved hereby for a maximum principal amount of \$1,200,000 of Property expenditures occurring no earlier than sixty days prior to the adoption of this Resolution. All reimbursed expenditures will be capital expenditures as defined in Section 1.150-1(b) of

the Federal Income Tax Regulations.

SECTION 6. Effect. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board held on the 7th day of June 2018, by the following vote:

AYES:	NOES:	ABSTAIN:	ABSENT:	
		_		
Shiva Frentzen	, Chairperson			
ATTEST:				
Megan Wilche	r, Secretary of the Boa	- rd		

DOCUMENTATION INSTRUCTIONS AND REFERENCE

The following documents represent the complete documentation package:

- 1. Installment Sale Agreement and Exhibits
- 2. Assignment of Installment Sale and Acknowledgment of Assignment
- 3. Acquisition Fund Agreement
- 4. Certificate of the Authority
- 5. Arbitrage and Tax Certificate
- 6. Incumbency and Signature Certificate
- 7. Certificate of Acceptance (executed upon final acceptance of Property)

All of the above documents shall be executed with original signatures on one-sided paper. The signatory should be the officer(s) referenced in the resolution.

In addition to the above documents, the following additional items are required:

Resolution Please send an original or certified copy of the resolution adopted by the governing body.

Legal Opinion

Please forward the documentation to your counsel for legal review and the issuance of a legal opinion like the sample provided. The legal opinion should be on the counsel's letterhead and bear an original

signature.

Insurance Please fill out the Insurance Authorization Letter

and send to your insurance agent requesting the

issuance of insurance certificates.

8038-G Form Please sign and date on second page. MFC will complete

and file the form upon funding.

Please advise the vehicle dealer to register the vehicle(s) as follows:

Lienholder

City National Bank c/o Municipal Finance Corporation 2945 Townsgate Road, Suite 200 Westlake Village, CA 91361

Please request the vehicle dealer to send MFC a copy of the registration application.

INSTALLMENT SALE AGREEMENT #18-005

This INSTALLMENT SALE AGREEMENT dated as of May 24, 2018 (this "Installment Sale") is by and between MUNICIPAL FINANCE CORPORATION, a corporation duly organized and existing under the laws of the State of California (the "Corporation") as seller and EL DORADO COUNTY TRANSIT AUTHORITY, a public agency duly organized and existing under the laws of the State of California (the "Authority") as purchaser.

RECITALS:

WHEREAS, the Authority deems it essential for the Authority to acquire the property described herein for its own public purposes; and

WHEREAS, it is intended that this Installment Sale be treated as a tax-exempt obligation of the Authority for federal income tax purposes; and

WHEREAS, the Authority and the Corporation agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Installment Sale and the bargain of both parties hereto.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1. <u>Sale</u>. The Corporation hereby sells to the Authority, and the Authority hereby purchases from the Corporation all property (the "Property") described in Exhibit A and made a part hereof. Hereinafter, reference to the Corporation means the Corporation and the Corporation's assigns for those rights, interests and obligations that may be assigned by the Corporation.

SECTION 2. Term. The terms and conditions of this Installment Sale shall become effective upon the authorized execution of this Installment Sale by the parties hereto. The installment term of the Property purchased hereunder commences and terminates on the dates specified in Exhibit B unless the term of this Installment Sale is extended as provided in this Section. If on the scheduled date of termination of this Installment Sale the Installment Payments shall not be fully paid, or provision therefor made, then the term of this Installment Sale shall be extended until the date upon which all such Installment Payments shall be fully paid.

SECTION 3A. Representations and Warranties of the Authority. The Authority represents and warrants to the Corporation that:

- (a) The Authority is a public agency and political subdivision, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Installment Sale and to perform all of its obligations hereunder.
- (b) The Authority's governing body has duly authorized the execution and delivery of this Installment Sale and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability.
- (c) The execution, delivery and performance of this Installment Sale do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Authority is a party or by which it or its property is bound.
- (d) There is no pending or, to the knowledge of the Authority, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Authority to perform its obligations under this Installment Sale.
- (e) The Authority has complied with all public bidding laws or provisions of the California Public Contract Code applicable to the acquisition of the Property purchased hereunder.
- (f) The Property being purchased is essential to the Authority in the performance of its governmental functions and its estimated useful life to the Authority exceeds the term of this Installment Sale.
- (g) Within two hundred seventy (270) days of the end of each fiscal year of the Authority during the term hereof, the Authority shall provide the Corporation with a copy of its audited financial statements for such fiscal year.
- SECTION 3B. <u>Budget and Appropriation</u>. The Authority shall take such action as may be necessary to include all Installment Payments in its annual budget and annually to appropriate an amount necessary to make such Installment Payments. During the term of this Installment Sale, the Authority will furnish to the Corporation, if so requested, copies of each proposed budget of the Authority within thirty (30) days after it is filed and of each final budget of the Authority within thirty (30) days after it is printed. The covenants on the part of the Authority shall be deemed and construed to be duties imposed by law and it shall be the duty of each and every public official of the Authority to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Authority to carry out and perform the covenants and agreements in this Installment Sale agreed to be carried out and performed by the Authority.

- SECTION 4. Representations and Warranties of the Corporation. The Corporation represents and warrants to the Authority that:
- (a) The Corporation is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.
- (b) The Corporation has full power, authority and legal right to enter into and perform its obligations under this Installment Sale, and the execution, delivery and performance of this Installment Sale have been duly authorized by all necessary corporate actions on the part of the Corporation and do not require any further approvals or consents.
- (c) The execution, delivery and performance of this Installment Sale do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Corporation is a party by which it or its property is bound.
- (d) There is no pending or, to the knowledge of the Corporation, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Corporation to perform its obligations under this Installment Sale.
- SECTION 5. Property Acquisition. The Corporation hereby appoints the Authority as its purchasing agent to acquire the Property purchased hereunder and the Authority hereby accepts said appointment (hereinafter, the "Agency"). The Agency is limited to i) negotiation of terms, conditions and acquisition cost of acquiring the Property from suppliers and contractors (collectively, the "Supplier") selected by the Authority; ii) to the inspection and acceptance of the Property upon its delivery and installation; and iii) to the exercise of any rights or remedies with respect to Property warranties or guarantees. All warranties and guarantees, either express or implied, that inure to the Corporation by virtue of the Agency are hereby passed through to the Authority to prosecute at the Authority's sole discretion.
- SECTION 6. Deposit of Moneys. The Corporation shall cause the deposit of the sum of \$1,200,000.00 (the "Installment Sale Proceeds") in an acquisition fund (the "Acquisition Fund") with U.S. Bank National Association (the "Custodian") pursuant to an Acquisition Fund Agreement by and among the Corporation, the Authority and the Custodian, the date of such deposit to be the commencement date of this Installment Sale (the "Closing Date"). The Installment Sale Proceeds shall be invested and disbursed pursuant to the terms and conditions of the Acquisition Fund Agreement. Any moneys that remain in the Acquisition Fund after completing the disbursements for Property costs shall be applied towards the payment or prepayment of future Installment Payments.

Property costs are defined as the "Installment Sale Proceeds". Disbursement of Installment Sale Proceeds to pay Property costs can be made either directly to the Supplier or to the Authority as a reimbursement of its prior expenditures for Property costs. The Authority shall deliver to the Corporation a disbursement authorization form along with the Supplier invoices and required reconciliation documents prior to the Corporation making a disbursement to the Supplier or a reimbursement to the Authority.

Installment Payments. THE AUTHORITY SHALL PAY TO THE SECTION 7. CORPORATION, AS THE PURCHASE PRICE OF THE PROPERTY, INSTALLMENT PAYMENTS (the "Installment Payments") IN THE AMOUNTS AND AT THE TIMES SET FORTH IN EXHIBIT B, AT THE OFFICE OF THE CORPORATION OR TO SUCH OTHER PERSON OR AT SUCH OTHER PLACE AS THE CORPORATION MAY FROM TIME TO TIME DESIGNATE IN WRITING. Should the Authority fail to pay any part of the Installment Payments herein within fifteen (15) days from the due date thereof, the Authority shall upon the Corporation's written request, pay interest on such delinguent Installment Payment from the date said Installment Payment was due until paid at the rate of twelve percent (12%) per annum or the maximum legal rate, whatever is less. The Authority shall pay Installment Payments exclusively from legally available funds, in lawful money of the United States of America, to the Corporation. The obligation of the Authority to pay Installment Payments hereunder shall be absolute and unconditional in all events, and will not be subject to set-off, defense, abatement, reduction, counterclaim, or recoupment for any reason whatsoever.

SECTION 8. <u>Security Interest</u>. As security for the payment of all of the Authority's obligations hereunder, the Authority hereby grants the Corporation, its successors or assigns, a security interest in the Property, its accessions and attachments thereto and replacements thereof and substitutions therefor and all proceeds of the Acquisition Fund and all proceeds and products of any of the foregoing. The Authority agrees to execute such additional documents, including financing statements, which the Corporation deems necessary or appropriate to establish and maintain the Corporation's security interest.

SECTION 9. <u>Use</u>. The Authority shall use the Property in a careful and proper manner and shall comply with and conform to all national, state, municipal, police, and other laws, ordinances, and regulations in anyway relating to the possession, use, or maintenance of the Property.

SECTION 10. <u>Acceptance</u>. The Authority shall acknowledge receipt, inspection and acceptance of the Property by executing a "Certificate of Acceptance".

SECTION 11. <u>Corporation's Inspection</u>. Upon forty-eight (48) hours prior notice, the Corporation shall at any and all times during normal business hours have the right to enter into and upon the Authority's premises where the Property is located for the purpose of inspecting the same or observing its use. The Authority shall give the Corporation immediate notice of any attachment or other judicial process affecting the Property.

SECTION 12. Property Selection and Ordering. The Authority has selected or will select the type and quantity of the Property purchased hereunder. The Corporation shall not be liable for, nor shall the validity, enforceability or effectiveness of this Installment Sale be affected by, any delay in or failure of delivery of the Property. The Authority acknowledges that it is solely responsible for determining the suitability of the Property for its intended use. The Corporation shall have no duty to inspect the Property. If the Property is not properly installed, does not operate as represented or warranted by the Supplier, or is unsatisfactory for any reason, the Authority shall make any claim on account thereof solely against the Supplier. The Authority hereby assumes the risks, burdens and obligations to the Supplier on account of nonacceptance of the Property.

SECTION 13. <u>Disclaimer of Warranty</u>. THE CORPORATION NOT BEING THE MANUFACTURER OR SUPPLIER OF THE PROPERTY NOR A DEALER IN SIMILAR PROPERTY, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE DESIGN, DURABILITY, FITNESS FOR USE, SUITABILITY, OR MERCHANTABILITY OF THE PROPERTY IN ANY RESPECT, AND AS BETWEEN CORPORATION AND THE AUTHORITY, ALL PROPERTY SHALL BE ACCEPTED AND PURCHASED BY THE AUTHORITY "WHERE IS," "AS IS," AND "WITH ALL FAULTS," AND THE CORPORATION SHALL NOT BE RESPONSIBLE FOR ANY PATENT OR LATENT DEFECTS THEREIN. THE AUTHORITY AGREES TO SETTLE DIRECTLY SUCH CLAIMS WITH THE SUPPLIER AND WILL NOT ASSERT ANY SUCH CLAIMS AGAINST THE CORPORATION.

SECTION 14. Alterations and Attachments. All additions and improvements that are made to the Property shall belong to and become the property of the Authority and part of the Property subject to the security interest of the Corporation except that separately identifiable attachments added to the Property by the Authority may remain the property of the Authority and not subject to this Installment Sale as long as (i) the attachment is paid for in full by the Authority and (ii) the Authority agrees to remove the attachment and restore the Property to substantially as good condition as when received, normal wear and tear excepted, if and when the Property may be returned to the Corporation.

SECTION 15. <u>Relocation</u>. The Authority shall provide the Corporation prior written notice of its intent to relocate the Property. The Authority assumes all risks of loss to the Property attendant to its

movement and relocation. The Property location shall be under the Authority's full control for its own governmental purpose.

SECTION 16. <u>Maintenance and Repairs</u>. The Authority, at its own cost and expense, shall furnish necessary labor and materials to maintain the Property in good repair, condition, and working order. The Authority's obligations to maintain the Property does not relieve the Supplier of its responsibility to fully perform with respect to all applicable Property warranties and guarantees.

SECTION 17. Risk of Loss; Damage; Destruction. With the exception of acts resulting from intentional misconduct or gross negligence by the Corporation, its agents and representatives, the Authority hereby assumes and shall bear the entire risk of loss and damage to the Property from any and every cause whatsoever. No loss or damage to the Property or any part thereof shall impair any obligation of the Authority under this Installment Sale, which shall continue in full force and effect.

SECTION 18. Physical Damage/Public Liability Insurance. Authority shall keep the Property insured, as nearly as practicable, against risk of loss or damage from any peril covered under an "allrisk" insurance policy for not less than the replacement value thereof, and the Authority shall carry public liability and property damage insurance covering the Property. All said insurance shall be in form and amount and with reputable companies and shall name the Corporation as an additional insured and loss payee. The Authority shall pay the premiums therefore and deliver certification of said policies to the Corporation. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to the Corporation, that it will give the Corporation thirty (30) days' written notice before the policy or policies shall be altered or canceled. The proceeds of such insurance, at the option of the Authority, shall be applied: (a) toward the replacement, restoration, or repair of the Property, or (b) toward payment of the total remaining obligations of the Authority hereunder; provided, however, that the Authority shall be responsible for the amount by which such insurance proceeds are insufficient to satisfy the cost of option (a) or option (b) above, as applicable. Should the Authority replace, restore, or repair the Property as set out in option (a) above, this Installment Sale shall continue in full force and effect. The Authority may self-insure up to specified limits as evidenced by a certificate of self-insurance in form and amount acceptable to the Corporation. Any self-insurance program in which the Authority is a participant shall comply with the provisions under this Installment Sale respecting cancellation and modification and payment of losses to the Corporation as its respective interests may appear. Such self-insurance shall be maintained on a basis which is actuarially sound as established by the Authority's risk manager or an independent insurance consultant which determination shall be made annually. Any deficiency shall be

corrected within sixty (60) days of the Authority becoming aware of such deficiency.

SECTION 19. <u>Liens and Taxes</u>. The Authority shall keep the Property free and clear of all levies, liens, and encumbrances and shall promptly pay all fees, assessments, charges, and taxes (municipal, state and federal), including personal property taxes, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Property, excluding, however, all taxes on or measured by the Corporation's income.

SECTION 20. <u>Indemnity</u>. Subject to California law concerning contribution and enforceability of indemnifications, the Authority shall indemnify the Corporation against and hold the Corporation harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with or resulting from the selection, possession, use, operation, or return of the Property excepting that the Authority shall not be required to indemnify the Corporation in the event that such liability or damages are caused by the gross negligence or intentional misconduct of the Corporation, its agents or representatives.

SECTION 21. Events of Default. The term "Event of Default", as used in this Installment Sale, means the occurrence of any one or more of the following events: (a) the Authority fails to make any Installment Payment (or any other payment) within fifteen (15) days after the due date thereof or the Authority fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within ten (10) days after written notice thereof by the Corporation; (b) the Corporation discovers that any statement, representation or warranty made by the Authority in this Installment Sale or in any document ever delivered by the Authority pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; or (c) the Authority becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the Authority or of all or a substantial part of its assets, or a petition for relief is filed by the Authority under federal bankruptcy, insolvency or similar laws.

SECTION 22. Remedies. Upon the Authority's failure to cure an Event of Default within ten (10) days after the Corporation's written notice thereof, the Authority's rights under this Installment Sale shall terminate and the Corporation will become entitled to retain all Installment Payments previously paid and to declare the principal component of all remaining Installment Payments, together with accrued interest at the rate specified in Exhibit B from the immediately

preceding Installment Payment date upon which payment was made, to be immediately due and payable, whereupon the same shall become due and payable. The Corporation may also pursue all of its available remedies at law and in equity including, but not limited to, the repossession and sale of the Property. No right or remedy conferred upon the Corporation is exclusive of any other right or remedy, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

SECTION 23. <u>Non-Waiver</u>. No covenant or condition to be performed by the Authority under this Installment Sale can be waived except by the written consent of the Corporation. Forbearance or indulgence by the Corporation in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until performance by the Authority of said covenant or condition is complete, the Corporation shall be entitled to invoke any remedy available to the Corporation under this Installment Sale or by law or in equity despite said forbearance or indulgence.

SECTION 24. Assignment. The Authority shall not (a) assign, transfer, pledge, or hypothecate this Installment Sale, the Property, or any part thereof, or any interest therein, or (b) lease or lend the Property or any part thereof except with the prior written consent of the Corporation which, in the case of leasing, shall not be unreasonably withheld; provided such leasing shall not affect the tax-exempt status of the interest components of the Installment Payments payable by the Authority hereunder. No such pledge, assignment, lease or any other transfer shall in any event affect or reduce the obligation of the Authority to make the Installment Payments due hereunder. Consent to any of the foregoing acts applies only in the given instance and is not a consent to any subsequent like act by the Authority or any other person. The Corporation shall not assign its obligations under this Installment Sale with the exception of its obligation to issue default notices and its obligations pursuant to Section 28. The Corporation may assign its right, title and interest in this Installment Sale, the Installment Payments and other amounts due hereunder and the Property in whole or in part to one or more assignees or subassignees at any time, without the consent of the Authority. Any such assignment by the Corporation or its assigns shall comply with the requirements of Sections 5950-5955 of the California Government Code. No such assignment shall be effective as against the Authority unless and until the Corporation shall have filed with the Authority a copy of such assignment or written notice thereof. The Authority shall pay all Installment Payments hereunder pursuant to the direction of the Corporation or the assignee named in the most recent assignment or notice of assignment filed with the Authority. During this Installment Sale term, the Authority shall keep a complete and accurate record of all such assignments or notices of assignment. Subject to the

foregoing, this Installment Sale inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto.

SECTION 25. Ownership. The Property is and shall at all times be and remain the sole and exclusive property of the Authority, subject to the security interest of the Corporation. The Corporation shall take all actions necessary to insure that legal title to the Property being acquired by the Authority hereunder, whether by the Authority or by a third party acting on behalf of the Authority, is vested in the Authority.

SECTION 26. Personal Property. The Property is and shall at all times be and remain personal property notwithstanding that the Property or any part thereof may now be or hereafter become in any manner affixed or attached to or imbedded in, or permanently resting upon, real property or any building thereon, or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

SECTION 27. Prepayment Option. If the Authority is not in default of any term, condition or payment specified hereunder, the Authority may exercise options to prepay this Installment Sale for not less than all of the Property in "as-is" and "where-is" condition on the specified dates and for the specified amounts set forth in Exhibit B. Each prepayment option payment specified for a particular date is in addition to the Installment Payment due on the same date.

SECTION 28. Release of Liens. Upon the Authority either making all of the Installment Payments scheduled herein or making a prepayment option payment, the Corporation, its successors or assigns shall cause the release of all liens, encumbrances or security interests on the Property created pursuant to the Corporation's rights under this Installment Sale.

SECTION 29. Tax Covenants.

- (a) <u>Generally</u>. The Authority shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Installment Payments to become includable in gross income for federal income tax purposes.
- (b) Private Activity Bond Limitation. The Authority shall assure that the Installment Sale Proceeds are not so used as to cause this Installment Sale to satisfy the private business tests of Section 141(b) of the Internal Revenue Code of 1986, as amended (the "Code"), or the private loan financing test of Section 141(c) of the Code.
- (c) No Arbitrage. The Authority will not take any action or omit to take any action which action or omission, if reasonably expected on the

date of this Installment Sale, would have caused this Installment Sale to be an "arbitrage bond" within the meaning of Section 148(a) of the Code of the Internal Revenue Code of 1986 (as amended) (the "Code").

- (d) Federal Guarantee Prohibition. The Installment Payments are not directly guaranteed or indirectly guaranteed in whole or in part by the United States or any agency or instrumentality of the United States so as to cause the Installment Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Code.
- (e) <u>Reimbursement Regulations</u>. The Installment Sale Proceeds used for reimbursement of prior expenditures will be made pursuant to and in compliance with Income Tax Regulations Section 1.150-2.
- (f) <u>Bank Qualified</u>. The Authority hereby designates this Installment Sale for purposes of paragraph (3) of Section 265(b) of the Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in Section 141 of the Code, except qualified 501(c)(3) bonds as defined in Section 145 of the Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including this Installment Sale, has been or will be issued by the Authority, including all subordinate entities of the Authority, during calendar year 2018.
- SECTION 30. Extraordinary Costs. In the case of litigation, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including attorneys' fees (which may be the allocable cost of in-house counsel), incurred by the prevailing party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof.
- SECTION 31. Severability. If any provision of this Installment Sale shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Installment Sale, unless elimination of such provision materially alters the rights and obligations embodied in this Installment Sale.
- SECTION 32. Entire Agreement. This Installment Sale and any agreements that specifically refer to this Installment Sale that are duly executed by authorized agents of the parties hereto constitute the entire agreement between the Corporation and the Authority, and it shall not be further amended, altered, or changed except by a written agreement that is properly authorized and executed by the parties hereto.

SECTION 33. Notices. Service of all notices under this Installment Sale shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

SECTION 34. $\underline{\text{Titles}}$. The titles to the Sections of this Installment Sale are solely for the convenience of the parties and are not an aid in the interpretation thereof.

SECTION 35 Further Assurances and Corrective Instruments. The Corporation and the Authority agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for correcting any inadequate or incorrect description of the Property hereby purchased or intended so to be or for carrying out the expressed intention of this Installment Sale.

SECTION 36. <u>Execution in Counterparts</u>. This Installment Sale may be executed in several counterparts, each of which shall be original and all of which shall constitute but one and the same instrument.

SECTION 37. <u>Time</u>. Time is of the essence in this Installment Sale and each and all of its provisions.

SECTION 38. <u>Agreement Interpretation</u>. This Installment Sale and the rights of the parties hereunder shall be determined in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused their authorized agents to execute this Installment Sale on the dates specified below.

MUNICIPAL FINANCE CORPORATION 2945 Townsgate Road, Suite 200 Westlake Village, CA 91361	EL DORADO COUNTY TRANSIT AUTHORITY 6565 Commerce Way Diamond Springs, CA 95619
Ву	Ву
Title	Title
Date	Date

EXHIBIT A PROPERTY DESCRIPTION

5 Commuter Buses

EXHIBIT B
INSTALLMENT PAYMENT SCHEDULE

PMT	Due Date	Installment	То	То	Prepayment
#		Payment	Principal	Interest	Option
1		\$65,415.53	\$55,365.53	10,050.00	1,167,527.16
2		65,415.53	55,829.22	9,586.31	1,110,581.36
3		65,415.53	56,296.79	9,118.74	1,053,158.63
4		65,415.53	56,768.27	8,647.26	995,254.99
5		65,415.53	57,243.71	8,171.82	936,866.41
6		65,415.53	57,723.12	7,692.41	877,988.83
7		65,415.53	58,206.55	7,208.98	818,618.15
8		65,415.53	58,694.03	6,721.50	758,750.24
9		65,415.53	59,185.60	6,229.93	698,380.92
10		65,415.53	59,681.27	5,734.26	637,506.03
11		65,415.53	60,181.11	5,234.42	576,121.30
12		65,415.53	60,685.12	4,730.41	514,222.47
13		65,415.53	61,193.36	4,222.17	451,805.25
14		65,415.53	61,705.85	3,709.68	388,865.28
15		65,415.53	62,222.64	3,192.89	325,398.19
16		65,415.53	62,743.76	2,671.77	261,399.55
17		65,415.53	63,269.23	2,146.30	196,864.94
18		65,415.53	63,799.11	1,616.42	131,789.84
19		65,415.53	64,333.43	1,082.10	66,169.75
20		65,415.53	64,872.30	543.23	0.00

TOTALS: \$1,308,310.60 \$1,200,000.00 \$108,310.60

MUNICIPAL FINANCE CORPORATION 2945 Townsgate Road, Suite 200 Westlake Village, CA 91361	EL DORADO COUNTY TRANSIT AUTHORITY 6565 Commerce Way Diamond Springs, CA 95619
Ву	Ву
Title	Title
Date	Date

FOR VALUE RECEIVED, MUNICIPAL FINANCE CORPORATION (the "Corporation") as assignor without recourse does hereby sell, assign, and transfer to City National Bank (the "Assignee") as assignee and its successors and assigns (i) all of its right, title and interest in and to the Installment Sale Agreement #18-005 dated as of May 24, 2018 between the Corporation as seller and EL DORADO COUNTY TRANSIT AUTHORITY (the "Authority") as purchaser (hereinafter said agreement and any supplements, amendments, additions thereof and any extension or renewals thereof is referred to as the "Installment Sale") and (ii) all moneys, sums and amounts now due or hereinafter to become due under the Installment Sale.

The Corporation represents and warrants that it has made no prior sale or assignment of any interest covered hereby; that the Installment Sale is genuine and in all respects is what it purports to be; that the Assignee shall not be liable for and does not assume responsibility for the performance of any of the covenants, agreements, or obligations specified in the Installment Sale to be kept, paid or performed by the Corporation with exception of the Assignee's obligation to issue notices upon the Authority's default of the Installment Sale. The Corporation further represents and warrants that as of the date this assignment is made, the Installment Sale is in full force and effect, has not been amended except as set forth in instrument delivered to the Assignee and the Authority is not in default of any terms thereunder.

The Corporation hereby constitutes and irrevocably appoints the Assignee the true and lawful attorney of the Corporation to demand, receive and endorse payments and to give receipts, releases and satisfactions either in the name of the Assignee or in the name of the Corporation in the same manner and with the same effect as the Corporation could do if this Assignment of Installment Sale Agreement had not been made. Within fifteen (15) days after receiving its full bargain with respect to the Installment Sale, the Assignee shall cause to be released to the Authority its vested interest in the Property thereto.

This Assignment of Installment Sale Agreement shall be construed and governed in accordance with the laws of the State of California. Any provision of this Assignment of Installment Sale Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Assignment of Installment Sale Agreement.

This Assignment of Installment Sale Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and is made in accordance with the Municipal Lease Placement Agreement dated as of January 1, 1999, as amended, entered into between the Corporation and Assignee. In the case of litigation, the prevailing

party shall be entitled to recover from the opposing party all costs and expenses, including attorneys' fees which may be the allocable cost of in-house counsel, incurred by the prevailing party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

IN WITNESS WHEREOF, the Corporation has caused this Assignment of Installment Sale Agreement to be executed by its duly authorized agent on the date specified below.

MUNICIPAL FINANCE CORPORATION
Ву
Title
Date
ACKNOWLEDGEMENT OF ASSIGNMENT
The undersigned hereby acknowledges the assignment by MUNICIPAL FINANCE CORPORATION over to City National Bank of that certain Installment Sale Agreement #18-005 dated as of May 24, 2018 (the "Installment Sale"), entered into between MUNICIPAL FINANCE CORPORATION as seller and the undersigned as the Authority.
With respect to the Installment Sale, the undersigned agrees to pay, commencing with the first scheduled Installment Payment, all installments and moneys due or to become due under said Installment Sale to City National Bank,, and further agrees it shall have no counterclaim or offset against installments due thereunder as to said Assignee and expressly further agrees that said Assignee shall not (except for the obligations specifically set forth in the foregoing Assignment of Installment Sale) be liable for any of the obligations of the seller under said Installment Sale.
IN WITNESS WHEREOF, the Authority has caused this Acknowledgment of Assignment to be executed by its authorized agent on the date specified below.
EL DORADO COUNTY TRANSIT AUTHORITY
Ву
Title
Date

This Acquisition Fund Agreement (this "Agreement"), dated as of May 24, 2018, is among MUNICIPAL FINANCE CORPORATION, a California corporation (the "Corporation"), EL DORADO COUNTY TRANSIT AUTHORITY, a political subdivision of the State of California (the "Authority") and U.S. BANK NATIONAL ASSOCIATION, a national trust company (the "Custodian").

Reference is made to that certain Installment Sale Agreement #18-005 dated as of May 24, 2018 between the Corporation and the Authority (the "Installment Sale"), covering the financing of a certain property described therein (the "Property"). It is a requirement of the Installment Sale that the funds for the acquisition of the Property be deposited with the Custodian hereunder for the purpose of providing a mechanism for the application of such amounts to the payment of Property costs. Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings given such terms in the Installment Sale.

The parties agree as follows:

1. Creation of Acquisition Fund.

- (a) There is hereby created a special trust fund to be known as the "EL DORADO COUNTY TRANSIT AUTHORITY ACQUISITION FUND" (the "Acquisition Fund") to be held in trust by the Custodian for the purposes stated herein, for the benefit of the Corporation and the Authority, to be held, disbursed and returned in accordance with the terms hereof. On the Closing Date, the Authority has caused the amount of \$1,200,000.00 to be transferred to the Custodian for deposit into the Acquisition Fund.
- (b) The Custodian shall invest and reinvest moneys on deposit in the Acquisition Fund in Qualified Investments in accordance with written instructions received from Authority. Authority shall be solely responsible for ascertaining that all proposed investments reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Custodian for the reinvestment of any maturing investment. Accordingly, neither the Custodian nor the Corporation shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Acquisition Fund, and Authority agrees to and does hereby release the Custodian and the Corporation from any such liability, cost, expenses, loss or claim. Interest on the Acquisition Fund shall become part of the Acquisition Fund, and gains and losses on the investment of the moneys on deposit in the Acquisition Fund shall be borne by the Acquisition Fund. purposes of this agreement, "Qualified Investments" means

investments which meet the requirements of Section 53601 of the California Government Code. IN THE ABSENCE OF WRITTEN INSTRUCTIONS, THE CUSTODIAN IS HEREBY AUTHORIZED AND DIRECTED TO INVEST AND RE-INVEST ALL FUNDS ON HAND IN THE DB CASH RESERVE.

- (c) Unless the Acquisition Fund is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Acquisition Fund shall be disbursed by the Custodian in payment of amounts described in Section 2 hereof upon receipt of written authorization(s) from the Corporation, as is more fully described in Section 2 hereof. If the amounts in the Acquisition Fund are insufficient to pay such amounts, Authority shall be solely responsible for the balance of the funds needed to complete the Acquisition of the Property. Any moneys remaining in the Acquisition Fund after (the "Acquisition Period") shall be applied as provided in Section 4 hereof.
- (d) The Acquisition Fund shall be terminated at the earliest of (i) the final distribution of amounts in the Acquisition Fund or (ii) written notice given by the Corporation of the occurrence of a default or termination of the Installment Sale.
- (e) The Custodian may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Custodian shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Custodian, and for the disposition of the same in accordance herewith.
- (f) Unless the Custodian is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Authority agrees to and does hereby release and indemnify the Custodian and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Custodian under this agreement; and in connection therewith, does to the extent permitted by law indemnify the Custodian against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.
- (g) If the Authority and the Corporation shall be in disagreement about the interpretation of the Installment Sale, or about the rights and obligations, or the propriety of any action contemplated by the Custodian hereunder, the Custodian may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Custodian shall be reimbursed by Authority for all costs, including

reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Installment Sale until a final judgment in such action is received.

- (h) The Custodian may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Custodian shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.
- (i) The Authority shall reimburse the Custodian for all reasonable costs and expenses, including those of the Custodian's attorneys, agents and employees incurred for extraordinary administration of the Acquisition Fund and the performance of the Custodian's powers and duties hereunder in connection with any Event of Default under the Installment Sale, or in connection with any dispute between the Corporation and Authority concerning the Acquisition Fund.

2. Acquisition of Property.

- (a) Acquisition Contracts. The Authority will arrange for, supervise and provide for, or cause to be supervised and provided for, the Acquisition of the Property, with moneys available in the Acquisition Fund. Authority represents the estimated costs of the Property are within the funds estimated to be available therefor, and the Corporation makes no warranty or representation with respect thereto. The Corporation shall have no liability under any of the acquisition or construction contracts. The Authority shall obtain all necessary permits and approvals, if any, for the acquisition, construction, equipping and installation of the Property, and the operation and maintenance thereof.
- (b) <u>Authorized Acquisition Fund Disbursements</u>. Disbursements from the Acquisition Fund shall be made for the purpose of paying (including the reimbursement to the Authority for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring and constructing the Property.
- (c) Requisition Procedure. No disbursement from the Acquisition Fund shall be made unless and until the Corporation has approved such requisition. Prior to disbursement from the Acquisition Fund there shall be filed with the Custodian a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. Each such requisition shall be signed by an authorized representative of Authority (an "Authorized Representative") and by the Corporation. Authority shall provide to the Corporation a Certificate of Completion along with the final Disbursement Request.

- 3. Deposit to Acquisition Fund. Upon satisfaction of the conditions specified in the Installment Sale, the Corporation will cause the Installment Sale Proceeds to be deposited in the Acquisition Fund. Authority agrees to pay any costs with respect to the Property in excess of amounts available therefor in the Acquisition Fund.
- 4. Excessive Moneys in the Acquisition Fund. Following the final disbursement from the Acquisition Fund at the end of the Acquisition Period, or termination of the Acquisition Fund as otherwise provided herein, the Custodian shall transfer any remainder from the Acquisition Fund to the Corporation (or to Authority at the Corporation's written direction) for application to amounts owed under the Installment Sale in accordance with Section 6 of the Installment Sale.
- 5. Security Interest. The Custodian and the Authority acknowledge and agree that the Acquisition Fund and all proceeds thereof are being held by Custodian for disbursement or return as set forth herein. Authority hereby grants to the Corporation a first priority perfected security interest in the Acquisition Fund, and all proceeds thereof, and all investments made with any amounts in the Acquisition Fund. If the Acquisition Fund, or any part thereof, is converted to investments as set forth in this agreement, such investments shall be made in the name of Custodian and the Custodian hereby agrees to hold such investments as bailee for the Corporation so that the Corporation is deemed to have possession of such investments for the purpose of perfecting its security interest.
- 6. Control of Acquisition Fund. In order to perfect the Corporation's security interest by means of control in (i) the Acquisition Fund established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Acquisition Fund, (iii) all of Authority's rights in respect of the Acquisition Fund, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), the Corporation, Authority and Custodian further agree as follows:
- (a) All terms used in this Section 6 which are defined in the Commercial Code of the State of California (the "Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.
- (b) The Custodian will comply with all entitlement orders originated by the Corporation with respect to the Collateral, or any portion of the Collateral, without further consent by Authority.
- (c) The Custodian hereby represents and warrants (a) that the records of Custodian show that Authority is the sole owner of the Collateral, (b) that Custodian has not been served with any notice of

levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than the Corporation's claim pursuant to this Agreement, and (c) that Custodian is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Custodian is obligated to accept from the Corporation under this Agreement and entitlement orders that Custodian, subject to the provisions of paragraph (e) below, is obligated to accept from Authority.

- (d) Without the prior written consent of the Corporation, Custodian will not enter into any agreement by which Custodian agrees to comply with any entitlement order of any person other than the Corporation or, subject to the provisions of paragraph (e) below, Authority, with respect to any portion or all of the Collateral. Custodian shall promptly notify the Corporation if any person requests Custodian to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.
- (e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Custodian may allow Authority to effect sales, trades, transfers and exchanges of Collateral within the Acquisition Fund, but will not, without the prior written consent of the Corporation, allow the Authority to withdraw any Collateral from the Acquisition Fund. The Custodian acknowledges that the Corporation reserves the right, by delivery of written notice to Custodian, to prohibit Authority from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Acquisition Fund. the Custodian hereby agrees to comply with any and all written instructions delivered by the Corporation to Custodian (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by the Corporation, the amount of any obligations of Authority to the Corporation, the validity of any of the Corporation's claims against or agreements with Authority, the existence of any defaults under such agreements, or any other matter.
- (f) The Authority hereby irrevocably authorizes the Custodian to comply with all instructions and entitlement orders delivered by the Corporation to Custodian.
- (g) Custodian will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Custodian will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.
- (h) Custodian and Authority hereby agree that any property held in the Acquisition Fund shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of

the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Custodian may be a party.

- (i) Custodian is hereby authorized and instructed, and hereby agrees, to send to the Corporation at its address set forth in Section 7 below, concurrently with the sending thereof to Authority, duplicate copies of any and all monthly Acquisition Fund statements or reports issued or sent to Authority with respect to the Acquisition Fund.
- 7. <u>Miscellaneous</u>. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below:

If to the Corporation: Municipal Finance Corporation

2945 Townsgate Road, Suite 200

Westlake Village, CA 91361

Attn: William Morton Phone: 805-719-1236 Fax: 805-230-2224

If to Authority: EL DORADO COUNTY TRANSIT AUTHORITY

6565 Commerce Way

Diamond Springs, CA 95619

Attn: Julie Petersen

Phone: (530) 642-5383 ext. 206

Fax:

If to Custodian: U.S. Bank National Association

1761 East St. Andrew Place

Santa Ana, CA 92705 Attn: Jane Snyder Phone: 714-247-6038 Fax: 714-247-6409 In Witness Whereof, the parties have executed this Acquisition Fund Agreement as of the date first above written.

Municipal Finance Corporation	EL DORADO COUNTY TRANSIT AUTHORITY
Ву:	By:
Title:	Title:
U.S. Bank National Association	
Ву:	
Title:	
U.S. Bank National Association	
By:	
Title:	

SCHEDULE 1

FORM OF DISBURSEMENT REQUEST

Re: Installment Sale Agreement #18-005 dated as of May 24, 2018 by and between Municipal Finance Corporation and EL DORADO COUNTY TRANSIT AUTHORITY (the "Installment Sale")

In accordance with the terms of the Acquisition Fund Agreement, dated as of May 24, 2018 (the "Acquisition Fund Agreement") by and among Municipal Finance Corporation ("the Corporation"), EL DORADO COUNTY TRANSIT AUTHORITY ("Authority") and U.S. Bank National Association (the "Custodian"), the undersigned hereby requests the Custodian pay the following persons the following amounts from the Acquisition Fund created under the Acquisition Fund Agreement (the "Acquisition Fund") for the following purposes.

Payee's Name and	Invoice	Dollar	Purpose
Address	Number	Amount	

The undersigned hereby certifies as follows:

- (i) An obligation in the stated amount has been incurred by Authority, and the same is a proper charge against the Acquisition Fund for costs relating to the Property identified in the Installment Sale, and has not been paid. Attached hereto is the original invoice with respect to such obligation.
- (ii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.
- (iii) This requisition contains no item representing payment on account, or any retained percentages which Authority is, at the date hereof, entitled to retain.
- (iv) The Property is insured in accordance with the Installment Sale.

- (v) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Installment Sale has occurred and is continuing at the date hereof.
- (vi) The disbursement shall occur during the Acquisition Period set forth in this Agreement.
- (vii) No material adverse change in Authority's financial condition shall have occurred since the date of the Installment Sale.

Dated:	
	EL DORADO COUNTY TRANSIT AUTHORIT
	By:
	Authorized Representative
Disbursement of funds from the Pi Fund in accordance with the fore Disbursement Request hereby is a	egoing
Municipal Finance Corporation	
By:	
Title: President	

ARBITRAGE AND TAX CERTIFICATE #18-005

The undersigned hereby certifies that he/she is a duly appointed authorized agent, of the EL DORADO COUNTY TRANSIT AUTHORITY (the "Authority"), for the purpose of executing and delivering, on behalf of the Authority, the Installment Sale Agreement dated as of May 24, 2018 (the "Installment Sale"), by and between MUNICIPAL FINANCE CORPORATION (the "Corporation") as seller and the Authority as purchaser. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986 (the "Code"), and Treasury Regulations, Sections 1.148-1 through 1.148-11 promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are either in existence on the date of this Arbitrage and Tax Certificate or are reasonably expected to occur hereafter.

- 1. Under the Installment Sale, the Corporation is required to acquire the property described in Exhibit A attached to the Installment Sale (the "Property"), and to sell the Property to the Authority; and the Authority is required to purchase the Property from the Corporation by making Installment Payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth in Exhibit B to the Installment Sale.
- 2. On the Installment Sale issuance date, the Authority will receive not less than \$1,200,000.00 from the Corporation. Such moneys will be deposited with the Authority and used, together with interest earnings thereon, to pay the Property costs.
- 3. The Authority on behalf of the Corporation, will proceed to acquire and install the Property with due diligence and, based upon the provisions of the purchase contracts, delivery and acceptance of the Property is scheduled to occur on or before six months after the date hereof but in no case later than three years from the date hereof, and it is expected that all Installment Sale proceeds will be spent by such date.
- 4. The original proceeds of the Installment Sale plus the interest earned thereon, will not exceed by more than 5% the amount necessary for the governmental purpose for which the Installment Sale is issued.
- 5. No sinking fund will be maintained for the payment of the Installment Payments due under the Installment Sale.
- 6. The term of the Installment Sale is not longer than is reasonably necessary for the governmental purpose of the Installment Sale, and the weighted average maturity of the Installment Sale does not exceed 120 percent of the average reasonably expected economic life of the purchased Property.
- 7. The Property has not been, and is not expected during the term of the Installment Sale, to be sold or otherwise disposed of by the Authority.

	8.	To	the	best	of	the	kno	wled	ge an	d b	eliei	f of	the	under	signed,	the
expe	cta	tions	of t	the Au	thoi	city,	as	set	forth	ab	ove,	are	reas	onable	, and the	here
are	no	prese	nt i	facts,	es	tima	tes	and	circu	ıms	tance	s wh	nich	would	change	the
fore	goi	ng exp	pecta	ations	•											

IN WITNESS WHEREOF, the party hereto has caused its authorized agent to execute this Arbitrage and Tax Certificate on the date specified below.

EL	DORADO	COUNTY	TRANSIT	AUTHORITY		
Ву_						
Title						
Date						

CERTIFICATE OF ACCEPTANCE #18-005

This Certificate of Acceptance is issued pursuant to the Installment Sale Agreement #18-005 dated as of May 24, 2018 (the "Installment Sale") between EL DORADO COUNTY TRANSIT AUTHORITY (the "Authority") as purchaser and MUNICIPAL FINANCE CORPORATION (the "Corporation") as seller. The Authority hereby acknowledges as of the date specified below, the receipt, inspection and acceptance of the Property described on Exhibit A to the Installment Sale.

The Authority hereby certifies that the Property has been inspected, is now in the Authority's possession and is in good order and repair (subject to any undischarged vendor/contractor warranty obligations). The Authority further certifies that no event has occurred and is continuing which constitutes, or would constitute, an event of default but for any requirement of notice or lapse of time or both.

Property Acceptance Date: _____

The Authority authorizes the Corporation to disburse the balance of Installment Sale Proceeds in the Acquisition Fund to the Authority, which shall apply such proceeds towards making future Installment Payments due under the Installment Sale. Such Installment Sale Proceeds shall be
immediately yield restricted in accordance with applicable U.S. Treasury
Regulations.
IN WITNESS WHEREOF, the Authority's authorized agent confirms the Property acceptance date above by executing this Certificate of Acceptance.
EL DORADO COUNTY TRANSIT AUTHORITY
Ву
Title

CERTIFICATE OF THE AUTHORITY #18-005

The undersigned, duly authorized representative of EL DORADO COUNTY TRANSIT AUTHORITY (the "Authority") as purchaser under that Installment Sale Agreement #18-005 dated as of May 24, 2018 (the "Installment Sale") with Municipal Finance Corporation as seller, hereby certifies as follows:

- 1. I have been duly authorized to execute and deliver, on behalf of the Authority, the Installment Sale and related documents pursuant to a resolution adopted by the Authority's governing body, which resolution is in full force and effect and has not been amended, modified, supplemented or rescinded as of the date hereof.
- 2. The Authority has complied with all agreements and covenants and satisfied all conditions contemplated by the Installment Sale on its part to be performed or satisfied on or before the date hereof.
- 3. The representations, warranties and covenants of the Authority contained in the Installment Sale are true and correct in all material respects as of the date hereof, as if made on this date.
- 4. No litigation is pending or, to the best of my knowledge, threatened (either in state or federal courts) (a) to restrain or enjoin the issuance and delivery of the Installment Sale or the collection of revenues to be used to meet the Authority's obligations under the Installment Sale; (b) in any way contesting or affecting the authority for the execution or delivery of the Installment Sale, or the validity of the Installment Sale; (c) in any way contesting the existence or powers of the Authority, as such existence or powers in any way relate to the issuance of the Installment Sale or the Authority's obligations under the Installment Sale, or (d) could materially adversely affect the financial position of the Authority.
- 5. The Property being purchased pursuant to the Installment Sale is essential to the function of the Authority and is immediately needed by the Authority. Such need is neither temporary nor expected to diminish during the Installment Sale term. The Property is expected to be used by the Authority for a period in excess of the Installment Sale term.

6.	The	Authority's	federal	tax	identification	number	is

The meaning of the capitalized terms in this Certificate are the same as those provided in the Installment Sale.

Ву		 	_
Title			_
Date			

EL DORADO COUNTY TRANSIT AUTHORITY

INCUMBENCY AND SIGNATURE CERTIFICATE

I do hereby certify that I am the duly appointed and acting Secretary/Clerk of the EL DORADO COUNTY TRANSIT AUTHORITY, a public agency validly existing under the Constitution and laws of the State of California (the "Authority"), and that, as of the date hereof, the individual named below is the duly appointed officer of the Authority holding the office set forth opposite his/her respective name. I further certify that (i) the signature set forth opposite his/her respective name and title is true and authentic and (ii) such officer has the authority on behalf of the Authority to enter into that certain Installment Sale Agreement #18-005 dated as of May 24, 2018, between the Authority and Municipal Finance Corporation, and all documents relating thereto.

	Name	<u>Title</u>	Signature
this	IN WITNESS WHERE	OF, I have duly executed, 2018.	this certificate hereto
	 Secretary,	/Clerk	

SAMPLE ONLY (PLEASE PREPARE ON COUNSEL'S LETTERHEAD AND FORWARD 1 ORIGINAL TO ADDRESSEE)

MUNICIPAL FINANCE CORPORATION 2945 Townsgate Road, Suite 200 Westlake Village, CA 91361

RE: Installment Sale Agreement #18-005 dated as of May 24, 2018 by and between MUNICIPAL FINANCE CORPORATION, (the "Corporation") as seller, and EL DORADO COUNTY TRANSIT AUTHORITY (the "Authority") as purchaser.

Ladies and Gentlemen:

I have acted as counsel to the Authority with respect to the Installment Sale Agreement described above (the "Installment Sale") and in this capacity have reviewed a copy of the executed Installment Sale and related documents or exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

- 1. The Authority is a public agency and political subdivision of the State of California (the "State"), duly organized, existing and operating under the Constitution and laws of the State.
- 2. The Authority is authorized and has the power under applicable law to enter into the Installment Sale, and to carry out its obligations thereunder and the transactions contemplated thereby.
- 3. The Installment Sale has been duly authorized, approved, executed and delivered by and on behalf of the Authority, and is a legal, valid and binding contract of the Authority enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditor's rights.
- 4. A resolution duly authorizing the execution and delivery of the Installment Sale and related documents was duly adopted by the governing body of the Authority on ______ and such resolution has not been amended or repealed and remains in full force and effect.

MUNICIPAL FINANCE CORPORATION

RE: Installment Sale Agreement #18-005 dated as of May 24, 2018 by and between MUNICIPAL FINANCE CORPORATION (the "Corporation") as seller, and EL DORADO COUNTY TRANSIT AUTHORITY (the "Authority") as purchaser.

(Date) Page 2

5. There is no litigation, action, suit or proceeding pending or, to the best of my knowledge after due inquiry, threatened before any court, administrative agency, arbitrator or governmental body that challenges the authority of the Authority to enter into the Installment Sale or the ability of the Authority to perform its obligations under the Installment Sale and the transactions contemplated thereby.

This opinion may be relied upon by Municipal Finance Corporation, its successors and assigns.

Dated:	Very	truly	yours,

Please type name and title under signature.

INSURANCE AUTHORIZATION LETTER

TO:		
	Attn:	
		ent Sale Agreement #18-005 dated May 24, 2018 between the undersigned as purchaser, and FINANCE CORPORATION as seller and City National Bank as Assignee of seller.
The	Insurance	e Requirements listed below are required to cover property described as follows:
All P	roperty c	overed by Installment Sale Agreement #18-005
		nsurance in the form of a binder or cover letter is acceptable until formal certificates can be issued. n five (5) working days to:
c/o N 2945	Townsg	Bank Finance Corporation ate Road, Suite 200 age, CA 91361
l.	BODI	LY INJURY AND PROPERTY DAMAGE:
	A. B. C.	1,000,000 combined limits (primary plus umbrella) for Bodily Injury and Property Damage Coverage. <u>Endorsement</u> naming Assignee as an <u>Additional Insured</u> . <u>Endorsement</u> giving Assignee thirty (30) days written notice of any cancellation, reduction, or alteration of coverage. <u>Endorsement</u> stating: "It is understood and agreed that this insurance is primary insurance insofar
	υ.	as it relates to any and all equipment purchased from the Corporation."
II.	PHYS	SICAL DAMAGE REQUIREMENTS:
	A. B. C.	All Risk Coverage for not less than the total cost of \$1,200,000.00. <u>Endorsement naming Assignee as Loss Payee.</u> <u>Endorsement giving Assignee thirty (30) days written notice</u> of any cancellation, reduction, or alteration of coverage. <u>Endorsement stating: "It is understood and agreed that this insurance is primary insurance insofared that the stating of the stating is understood and agreed that this insurance is primary insurance insofared that the primary insurance insofared that this insurance is primary insurance insofared that this insurance is primary insurance insofared that this insurance is primary insurance insofared that the primary insurance insofared the primary insurance insofared that the primary insurance insofared that the primary insurance insofared the primary insurance insurance insurance insofared the primary insurance insu</u>
		as it relates to any and all equipment purchased from the Corporation."
	Authority he above	hereby authorizes you to provide the Corporation and Assignee with Certificates and Endorsements.
EL D	ORADO	COUNTY TRANSIT AUTHORITY
Ву		

Payment Schedule #18-005

PMT	Due Date	Installment	To	То	Prepayment
#		Payment	Principal	Interest	Option
1		\$65,415.53	\$55 , 365.53	10,050.00	1,167,527.16
2		65,415.53	55,829.22	9,586.31	1,110,581.36
3		65,415.53	56,296.79	9,118.74	1,053,158.63
4		65,415.53	56,768.27	8,647.26	995,254.99
5		65,415.53	57,243.71	8,171.82	936,866.41
6		65,415.53	57 , 723.12	7,692.41	877 , 988.83
7		65,415.53	58,206.55	7,208.98	818,618.15
8		65,415.53	58,694.03	6 , 721.50	758,750.24
9		65,415.53	59,185.60	6,229.93	698 , 380.92
10		65,415.53	59,681.27	5,734.26	637,506.03
11		65,415.53	60,181.11	5,234.42	576,121.30
12		65,415.53	60,685.12	4,730.41	514,222.47
13		65,415.53	61,193.36	4,222.17	451,805.25
14		65,415.53	61,705.85	3,709.68	388,865.28
15		65,415.53	62,222.64	3,192.89	325,398.19
16		65,415.53	62,743.76	2,671.77	261,399.55
17		65,415.53	63,269.23	2,146.30	196,864.94
18		65,415.53	63,799.11	1,616.42	131,789.84
19		65,415.53	64,333.43	1,082.10	66,169.75
20		65,415.53	64,872.30	543.23	0.00

TOTALS: \$1,308,310.60 \$1,200,000.00 \$108,310.60

AGENDA ITEM 1 D Consent Calendar

MEMORANDUM

DATE: June 7, 2018

TO: El Dorado County Transit Authority

FROM: Scott A. Ousley, Operations Manager

SUBJECT: Surplus Property Designation

REQUESTED ACTION:

BY MOTION,

Approve Designation of Surplus Property as Per Itemized Property

Inventory List

BACKGROUND

Property identified, as surplus requires approved designation by the El Dorado County Transit Authority (El Dorado Transit) Board of Directors per El Dorado Transit Purchasing Procedures Section 3.12.150. Upon approval of designation, the sale of surplus property will be published and posted as detailed in section 3.12.150.

The Executive Director has determined that El Dorado Transit owns personal property that is no longer required for public use. All property on the itemized surplus list has a zero value on the fixed asset account and Depreciation Schedule.

The list of proposed surplus property is included as an attachment.

EL DORADO COUNTY TRANSIT AUTHORITY ITEMIZED SURPLUS PROPERTY INVENTORY June 7, 2018

Quantity	Description	EDCTA Inventory Number
1	2006 VIN #: 1BAGMBLAX6F236592 Miles: 226240 License #: 1186550	0601
1	2006 VIN #: 1BAGNBKAX6F236589 Miles: 278401 License #: 1211371	0602
1	2006 VIN #: 1BAGNBKA16F236593 Miles: 246032 License #: 1211287	0603
1	2006 VIN #: 1BAGNBKA66F236590 Miles: 193767 License #: 1211372	0604
1	2006 VIN #: 1BAGNBKA86F236591 Miles: 185440 License #: 1186559	0605
1	2009 VIN #: 1GDE5V1929F409351 Miles: 234366 License #: 1354099	0904
1	2009 VIN #: 1GDE5V1919F409387 Miles: 229898 License #: 1354100	0905
1	2009 VIN #: 1GDE5V1929F411116 Miles: 230734 License #: 1354098	0906
1	2009 VIN #: 1GDE5V1909F410871 Miles: 244352	0907

El Dorado County Transit Authority June 7, 2018 Agenda License #: 1354101

1 2009 0908

VIN #: 1GDE5V1979F411256

Miles: 221260 License #: 1354097

AGENDA ITEM 1 E Consent Item

MEMORANDUM

DATE: June 7, 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. 18-17 revising the El Dorado County

Transit Authority Personnel Policies and Procedures Manual with

regard to policy revisions and additions.

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.

Revisions are noted in the following excerpts as separate documents with bold and underline text. There is a strikethrough on items to be deleted. *The full document of the El Dorado*County Transit Authority Personnel Policies and Procedures Manual is available for review at the El Dorado Transit offices during normal business hours.

DISCUSSION

SUMMARY OF RECOMMENDED CHANGES:

Page 50 Article 4.10. Special Pays – Designated Trainer Pay (new policy)

Any employee that is assigned as a Designated Trainer to train a newly hired employee, to provide remedial training or other training as determined by Transit, except for route training, shall be compensated an additional \$.50 per hour for the actual time spent training. Designated Trainers are employees specially trained to

conduct training. Employees may be assigned as a Designated Trainer at the sole discretion of Transit and must be so assigned to qualify for Designated Trainer Pay.

Page 87 Article 7.9 Dress Code

Work attire should complement an environment that reflects an efficient, orderly, and professionally operated agency internally and to the public. This policy is intended to define appropriate casual business attire during normal business operations Monday through Thursday and casual attire on Fridays. Employees scheduled to work on Saturdays and Sundays are expected to dress in accordance with the uniform guidelines.

All employees should exercise sound professional judgment with regard to personal appearance, dress and grooming to enable them to be most effective in the performance of their duties. El Dorado Transit's objective is to sustain an appropriate dress practice that is conducive to our business environment.

Casual attire may be permitted on Fridays. Employees should still be well dressed and serve as good representatives for the agency. All clothing should be without holes, wrinkles and stains; shoes should be presentable and clean. El Dorado Transit reserves the right to continue, extend, revise or revoke this policy at its discretion.

If uniforms are provided, employees must wear them in accordance with department guidelines. Operations staff must wear closed toed/ closed heel shoes at all times while on Transit property for safety reasons; athletic shoes are acceptable to wear.

Sample Unacceptable Attire

- Plain, <u>Tie-dye</u> or pocket T-shirts
- Cutoffs
- Tattered or faded jeans or shorts
- Blue jeans or denim style pants
- Mini skirts
- T-shirts with logos
- Workout clothes (sweats, jogging suits, sports bras, athletic shoes)
- Beach wear, sun dresses
- Beach shoes (flip flops or thongs)
- Open heel shoes
- Pull on slipper style boots (e.g. UGGS, Bear Paw, Mukluks)
- Spandex or Lycra such as biker shorts
- Tank tops, tube tops, halter tops with spaghetti straps (unless worn with a sweater)
- Midriff length tops
- Revealing or provocative attire; see through blouses, shirts, or dresses

- Off-the-shoulder tops
- Evening wear
- Pajama tops or bottoms
- Any clothing or shoe that pose a safety risk

*This list is not all inclusive and is subject to change at the discretion of the Executive Director or his/her designee.

No dress code can cover all contingencies so employees must exert a certain amount of judgment in their choice of clothing to wear to work. Requests for advice and assistance in administrating or interpreting this guideline should be directed to your immediate supervisor or a manager.

Enforcement

Department managers and supervisors are responsible for monitoring and enforcing this policy. The policy will be administered according to the following action steps in most cases, however management reserves the right to take proper action which does not require the below steps if an employee is already on written warning or the violation is severe:

- 1. If questionable attire is worn in the office, the respective department supervisor/manager will hold a personal, private discussion with the employee to advise and counsel the employee regarding the inappropriateness of the attire.
- 2. If the department supervisor/manager observes a violation of this policy, the department supervisor/manager will hold a private discussion with the employee and ask the employee to go home and change his/her attire immediately.
- 3. Repeated policy violations will result in disciplinary action, up to and including termination.

Review and Revision

The Executive Director reserves the right to rescind and/or amend this and all El Dorado Transit policies, at any time.

Jewelry and Tattoos

Due to our growing effort to present El Dorado Transit professionally; and our continued commitment to our customer base, El Dorado Transit may require that an employee cover a visible tattoo or cover/remove a visible body piercing to maintain Transit's dedication to professional personal appearances in our service

community. Jewelry that may pose a conflict, personal safety risk to self or others or that are deemed outside of corporate or societal norms shall not be permitted.

All visible tattoos shall be in good taste with limited visible body piercings such as face and tongue piercings. If management determines an employee's jewelry or tattoos may present such a conflict, the employee will be encouraged to identify appropriate options, such removal of excess or offensive jewelry, covering of tattoos or other reasonable means to resolve the conflict.

Personal Hygiene, Make-up, Perfume and Cologne

Maintaining a professional, business-like appearance is very important to the success of El Dorado Transit. Part of the impression you make on others depends on your choice of dress, personal hygiene and courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately and well groomed.

Makeup, perfume and cologne should be kept to a minimum. Some employees and/or customers may be allergic to the chemicals in perfumes and make-up. Please use these products with restraint.

EL DORADO COUNTY TRANSIT AUTHORITY RESOLUTION NO. 18-17

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 April 5, 2018; and

WHEREAS, the proposed Policy includes clarifications and revisions needed to comply with updated laws and regulations and incorporate Board approved policy changes.

WHEREAS, the proposed Policy has been updated to include all federal and state laws; and

WHEREAS, the proposed Policy improves readability and ease of use; and

MOEC.

AVEC.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE EL DORADO COUNTY TRANSIT AUTHORITY: The Board adopts the attached revised 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 7th day of June 2018, by the following vote of the Board:

A DOT A INI.

A DOENIT.

AIES.	NOES.	ADSTAIN.	ADSENI.
Shiva Frentzen, Cha	nirperson		
ATTEST:			
Megan Wilcher, Se	cretary to the Board		

AGENDA ITEM 1 F Consent Item

MEMORANDUM

DATE: June 7, 2018

TO: El Dorado County Transit Authority

FROM: Maria Harris, Human Resources Manager

SUBJECT: El Dorado County Transit Authority Revised Equal Employment

Opportunity Program

REQUESTED ACTION:

BY MOTION,

Adopt Resolution No. 18-23 adopting the El Dorado County Transit

Authority Equal Opportunity Program (EEOP)

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) is committed to equal employment opportunity and wishes to ensure that employment opportunities for all employees and applicants are made available on a fair and equitable basis.

As a public transit operator and Federal Transit Administration (FTA) sub-recipient, the El Dorado Transit Authority is required to comply with the updated FTA Circular 4701.1A when an organization reaches the following thresholds (requiring the agency to have an abbreviated EEOP):

- Employs between 50-99 transit related employees, and
- Requests or receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year, or
- Requests or receives planning assistance in excess of \$250,000 in the previous federal fiscal year.

DISCUSSION

In March 2016 El Dorado Transit contracted with Biddle Consulting Group (BCG) to develop an EEOP that is in compliance with FTA regulations and provide analysis. BCG worked with staff to develop and collect applicant and employee information to create a database. From this data BCG created a narrative template to complete the El Dorado Transit EEO Program. As part of the professional services agreement staff consulted with BCG to update the narrative portion of the EEOP in accordance with the updated Circular and thresholds for implementing goals and timetables.

El Dorado County Transit Authority June 7, 2018 Agenda Pursuant to the applicability of the FTA Circular 4704.1A smaller agencies are not required to conduct a utilization analysis with goals and timetables or to submit the EEOP to FTA every four (4) years. Instead smaller agencies are required to provide the EEOP to FTA if requested by the Office of Civil Rights or for any Statement Management Review or Triennial Review. The updated program document is attached for consideration.

The EEOP was reviewed and approved by the Liaison of the El Dorado Transit 5311 Grant Program from State of California Department of Transportation.

FISCAL IMPACT

None



EL DORADO TRANSIT









2018-2022

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

June 7, 2018

Prepared by: El Dorado County Transit Authority

6565 Commerce Way

Diamond Springs, CA 95619

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EL DORADO COUNTY TRANSIT AUTHORITY 6565 Commerce Way Diamond Springs, CA 95619 (530)642-5383

EEO/AFFIRMATIVE ACTION PLAN (EEOP) 2018-2022

APPROVAL SECTION:	
Program Plan Completed by	: Maria Harris Human Resources Manager/AA Officer (530)642-5383 ext. 209 mharris@eldoradotransit.com
Program Plan Approved by:	Lea M. Simpson Sr. Transportation Planner California Department of Transportation

EL DORADO COUNTY TRANSIT AUTHORITY EEOP

TABLE OF CONTENTS

Introduction	4
Program Terminology	5
Chapter 1: Policy Statement	6
Chapter 2: Establishment of Responsibilities for Implementation of the EEOP	8
Chapter 3: Survey of the Labor Market Areas (in Terms of Population Makeup, Skills, a	and
Availability for Employment)	11
Chapter 4: Development and Implementaion of Specific Programs to Eliminate Discrim	iinatory
Barriers & Achieve Goals	12
Chapter 5: affirmative employment program specific barrier analysis	16
Chapter 6: Program Evaluation	17
Chapter 7: Publicize the EEOP	18
External Dissemination:	18
Internal Dissemination:	18
Chapter 8: EEO Complaint Procedure	20

INTRODUCTION 23 CFR 230, Subpart C Appendix A Part II

Background:

EL DORADO COUNTY TRANSIT AUTHORITY was established in 1994 in the State of California

Following are matters that should be included in this section:

- 1. Provide brief history of the El Dorado County Transit Authority
- 2. Locations whose employees are included in this EEOP
- 3. Narrative on the products and services
- 4. Narrative on significant changes in top management personnel or major reorganizations affecting the EDCTA.
- 5. Business view of the present and anticipated economic picture is EDCTA's area
- 6. Narrative on the nature and extent of the government contract (an approximate percentage of the total work should also be included.

PROGRAM TERMINOLOGY

The terms, "comparison of incumbency to availability," "deficiency," and "problem area," appearing in this EEOP, are terms EL DORADO COUNTY TRANSIT AUTHORITY is required by government regulations to use. The criteria used in relation to these terms are those specified by the government. These terms have no independent legal or factual significance whatsoever. Although EL DORADO COUNTY TRANSIT AUTHORITY will use the terms in total good faith in connection with its EEOP, such use does not necessarily signify that the EL DORADO COUNTY TRANSIT AUTHORITY agrees that these terms are properly applied to any particular factual situation and is not an admission of non-compliance with EEO laws, regulations, and objectives.

The comparison of incumbency to availability contained herein is required by Government regulations to be based on certain statistical comparisons. Geographic areas and sources of statistics used herein for these comparisons were used in compliance with Government regulations, as interpreted by Government representatives. The use of certain geographic areas and sources of statistics does not indicate EL DORADO COUNTY TRANSIT AUTHORITY's agreement that the geographic areas are appropriate in all instances of use or that the sources of statistics are the most relevant. The use of such geographic areas and statistics may have no significance outside the context of this EEOP. Such statistics and geographic areas will be used, however, in total good faith with respect to this EEOP.

The grouping of job titles into a given job group does not suggest that EL DORADO COUNTY TRANSIT AUTHORITY believes the jobs so grouped are of comparable worth.

CHAPTER 1: POLICY STATEMENT 23 CFR 230, Subpart C Appendix A Part II, § II B(1) and C(1)

It is the policy of EL DORADO COUNTY TRANSIT AUTHORITY and my personal commitment that equal employment opportunity be provided in the employment and advancement for all persons regardless of race, religion, color, national origin, sex, age, sexual orientation/gender identity and status as an individual with a disability at all levels of employment, including the executive level. EL DORADO COUNTY TRANSIT AUTHORITY does not and will not discriminate against any applicant or employee regardless of race, religion, color, national origin, sex, age, sexual orientation/gender identity and status as an individual with a disability to any position for which the applicant or employee is qualified. In addition, EL DORADO COUNTY TRANSIT AUTHORITY is committed to a policy of taking affirmative action to employ and advance in employment qualified employees with disability. Such affirmative action shall apply to all employment practices, including, but not limited to hiring, upgrading, demotion or transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship and on-the-job training. Decisions related to personnel policies and practices shall be made on the basis of an individual's capacity to perform a particular job and the feasibility of any necessary job accommodation. EL DORADO COUNTY TRANSIT AUTHORITY will make every effort to provide reasonable accommodations to any physical and mental limitations of individuals with disabilities and to disabled veterans.

Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any activity protected by state, federal or local anti-discrimination laws including the following filing a complaint.

Our obligations in this area stem from not only adherence to various state and federal regulations, but also from our commitment as an employer in this community to provide job opportunities to all persons regardless of race, religion, color, national origin, sex, age, sexual orientation/gender identity and status as a protected veteran or an individual with disability. EL DORADO COUNTY TRANSIT AUTHORITY'S EEO policy and affirmative action obligations include the full support from the Executive Director, Mindy Jackson.

EL DORADO COUNTY TRANSIT AUTHORITY will also continually design and implement audit and reporting systems that will measure the effectiveness and the compliance of the EEOP, identify the need for remedial actions, determine if objectives were attained, and determine if opportunities to participate in company-sponsored activities were extended to all employees and applicants.

If you have any questions regarding our equal employment opportunity, harassment policies or the
complaint procedure, you may contact your local Human Resources representative. Parts of the
Affirmative Action Plan may be reviewed, as appropriate, by making an appointment with the
Human Resources Manager/AA Officer.

(Signature) Executive Director 6/1/2018

CHAPTER 2: ESTABLISHMENT OF RESPONSIBILITIES FOR IMPLEMENTATION OF THE EEOP

23 CFR 230, Subpart C Appendix A Part II, § II A(2) and B(2)

As part of its efforts to ensure equal employment opportunity to all individuals, EL DORADO TRANSIT AUTHORITY has designated specific responsibilities to various staff to ensure the EEOP focuses on all components of the employment system. To that end, the Executive Director, the Human Resources Manager/ AAOfficer, and those employed as supervisors and managers have undertaken the responsibilities described below.

Executive Director

The primary responsibility and accountability for implementing the EEOP rests with the Executive Director. This person is responsible, through the Human Resources Manager/AA Officer for adherence to EL DORADO COUNTY TRANSIT AUTHORITY's policy of equal employment opportunity and affirmative action. This role includes, but is not limited to, the following duties:

- 1. Designate appropriate personnel with the responsibility for overseeing, administering, implementing, and monitoring EL DORADO COUNTY TRANSIT AUTHORITY's EEOP. Ensure that these personnel are identified in writing by name and job title.
- 2. Ensure that those designated personnel responsible for all EEOP components are given the necessary authority and top management support and staffing to successfully implement their assigned responsibilities.
- 3. Impart the personal direction that ensures total involvement and commitment to equal employment opportunity programs through EL DORADO COUNTY TRANSIT AUTHORITY'S EEOP.

Human Resources Manager/AA Officer

The Human Resources Manager/AA Officer under the direct supervision of the Executive Director, is responsible for overall supervision of the EEOP and serves as a checks and balance of employment practices. The Human Resources Manager/AA Officer ensures, that all relevant policies and procedures are adhered to. Successful implementation of this program is a basis for evaluating the Human Resources Manager's/AA Officer's effective work performance. The Human Resources Manager's/AA Officer's responsibilities include, but are not limited to, the following:

- 1. Ensure that EL DORADO COUNTY TRANSIT AUTHORITY adheres to the stated policy of equal employment opportunity, and monitor the application of equal employment opportunity policies.
- 2. Ensure that the EEOP is reviewed and updated annually in accordance with EL DORADO COUNTY TRANSIT AUTHORITY's stated policy.

- 3. Participate in periodic discussions with management, supervision, and all other employed personnel to ensure EEOP and equal employment opportunity policies are being followed.
- 4. Review the qualifications of all employees to ensure equitable opportunity, based on job-related employment practices, is given to all for transfers and promotions.
- 5. Conduct periodic audits of: 1) training programs and hiring and promotion patterns to remove impediments to the attainment of EEOP goals and objectives, 2) facilities to ensure they are maintained for the use and benefit of all employees and integrated both in policy and practice, and 3) sponsored educational, training, recreational, and social activities to ensure that all employees are encouraged to participate in accordance with policies on non-discrimination.
- 6. Ensure that all new employees receive a special orientation to EL DORADO COUNTY TRANSIT AUTHORITY's equal employment opportunity policy and are thoroughly informed with regard to the EEOP and its objectives.
- 7. Periodically analyze applicant flow to determine the mix of persons applying for employment by race/ethnic origin and gender.
- 8. Review all job descriptions and specifications to ensure they are free of discriminatory provisions and artificial barriers. Ensure that all requirements are job-related, that they are realistic, and that they reflect the actual work requirements of the essential job duties.
- 9. Provide direction to EL DORADO COUNTY TRANSIT AUTHORITY's employees, as necessary, to carry out all actions required to meet the Company's equal employment opportunity and affirmative action commitments.
- 10. Review, report on, and update EL DORADO COUNTY TRANSIT AUTHORITY'S EEOP at least on an annual basis in accordance with stated policy.
- 11. Responsible for the design and effective implementation of the EEOP at all establishments.
- 12. Develop, implement, and maintain audit and reporting systems to measure effectiveness of equal employment opportunity programs, including those that will indicate the need for remedial action and determine the degree to which goals and objectives have been obtained.
- 13. Advise management in the modification and development of EL DORADO COUNTY TRANSIT AUTHORITY's policies to ensure the enhancement of equal employment opportunity for all employees and potential employees within existing equal employment opportunity guidelines.

- 14. Conduct periodic audits to ensure all required posters and those advertising EL DORADO COUNTY TRANSIT AUTHORITY's equal employment opportunity policies and EEOP are displayed and that EL DORADO COUNTY TRANSIT AUTHORITY's equal employment opportunity and EEOP policies are being thoroughly communicated.
- 15. Assist in review and revision of all policies, procedures, and rules to ensure they are not in violation of federal or state laws and regulations.

Managers and Supervisors

In their direct day-to-day contact with EL DORADO COUNTY TRANSIT AUTHORITY's employees, managers and supervisors have assumed certain responsibilities to help the Company ensure compliance with equal employment opportunity programs and effective implementation of the EEOP. These include, but are not limited to, the following:

- 1. Aggressively adhere to EL DORADO COUNTY TRANSIT AUTHORITY's equal employment opportunity and affirmative action policy.
 - A. Support and assist the Human Resources Manager/ AAOfficer in developing, maintaining, and successfully implementing the EEOP.
 - B. Complete progress reports regarding the status of goal achievement.
 - C. Take action to prevent harassment of employees placed through affirmative action efforts.
- 2. Assign employees to significant jobs that might lead to greater personal growth and value, and counsel them with respect to what is needed for upward mobility within the employment structure.
- 3. Ensure that all interviews, offers of employment and/or wage commitments are consistent with EL DORADO COUNTY TRANSIT AUTHORITY's policy.
- 4. Implement the internal promotion and transfer of all employees under their supervision consistent with EEOP goals and objectives.
- 5. Assist in identifying problem areas and provide needed information for establishing and meeting department affirmative action goals and objectives.

CHAPTER 3: SURVEY OF THE LABOR MARKET AREAS (IN TERMS OF POPULATION MAKEUP, SKILLS, AND AVAILABILITY FOR EMPLOYMENT) 23 CFR 230, Subpart C Appendix A Part II, § II B (3)

WORKFORCE OVERVIEW:

As of 7/1/2017, EL DORADO COUNTY TRANSIT AUTHORITY employed 74 persons in its workforce.

Permanent

- 29.7% (22) are women
- 5.4% (4) are minorities

Temporary

- 0 % (0) are women
- 0 % (0) are minorities

PLAN METHODOLOGY:

- The 2010 Census data was used for the availability analysis of this plan
- Training and promotion data were obtained from El Dorado County Transit Authority personnel records
- The database of employees and the resultant employee count used in this plan was obtained from El Dorado County Transit Authority that included permanent, seasonal, and temporary employees on the roster at the time.

CHAPTER 4: DEVELOPMENT AND IMPLEMENTAION OF SPECIFIC PROGRAMS TO ELIMINATE DISCRIMINATORY BARRIERS & ACHIEVE GOALS 23 CFR 230, Subpart C Appendix A Part II § II, C 3(a)-(f)

EL DORADO COUNTY TRANSIT AUTHORITY tailors our action-oriented programs each year to ensure they are specific to the problem identified.

Action-Oriented Program:

The Action-Oriented Programs designed to address the underutilization of women and minorities are listed below. These Action-Oriented Programs will be carried-out throughout the EEOP year. The Human Resources Manager/AA Officer, with the help of the managers, will be responsible in ensuring that the following are implemented.

A. Job Restructuring and Upward Mobility:

EL DORADO COUNTY TRANSIT AUTHORITY completed a Classification and Compensation Study in October 2017.

The current job descriptions had not been updated since 1994. Best practice is to review job classifications every five years for relevancy due to changes in the job market and duties based on operational need.

The goal of the classification study was to update all job classifications to ensure they are current and relevant prior to completing the comprehensive compensation and benefit study component of the study.

The Classification Study included twelve job classifications. As a result of the Classification Final Report there were nine job titles changes, one (1) reclassification, two (2) revised classification structures, and no job classification eliminations. EL DORADO COUNTY TRANSIT AUTHORITY Board of Directors approved and adopted the proposed job classification recommended changes on December 7, 2017.

The Compensation Study included sixteen (16) agency job classifications. 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 analyzed 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 results of the Compensation Study Final Report revealed that overall the differences between market base salaries and total compensation indicate the agency's benefit package put EL DORADO COUNTY TRANSIT AUTHORITY at a more competitive advantage. Additional analysis revealed that, on average, classifications were 20.5% below the market median for base salaries however; that figure changed to 8.8% below the market median for total compensation. This information indicated that EL

DORADO COUNTY TRANSIT AUTHORITY gained an 11.7% competitive advantage when taking benefits into consideration. The market benefit data showed two key contributing factors that give EL DORADO COUNTY TRANSIT AUTHORITY a competitive advantage which is its contribution to health and dental insurance and its use of a single highest year formula for its retirement system.

EL DORADO COUNTY TRANSIT AUTHORITY supported 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 provided salary classifications that were closer to the market to recognize a fair and competitive compensation plan while maintaining an objective equitable internal salary structure. EL DORADO COUNTY TRANSIT AUTHORITY Board of Directors approved and adopted the recommended salary adjustments on February 1, 2018.

EL DORADO COUNTY TRANSIT AUTHORITY will continue to do the following:

- 1. Perform periodic review to correct inaccurate position descriptions and to ensure that positions are allocated to the appropriate classification;
- 2. Ensure that all job qualification requirements are closely related to the job;
- 3. Provide counseling and guidance to employees;

B. Recruitment, Placement, and Hiring Applicant Flow Analysis:

EL DORADO COUNTY TRANSIT AUTHORITY will continue to do the following:

- 1. Ensure active recruitment efforts to support and supplement those of the central personnel agency or department, reaching all appropriate sources to obtain qualified employees on a nondiscriminatory basis.
- 2. Maintain contracts with organizations representing minority groups, women, professional societies, and other sources of candidates for technical, professional and management level positions.
- 3. Ensure that recruitment literature is relevant to all employees, including minority groups and women.
- 4. Review and monitor recruitment and placement procedures so as to assure that no discriminatory practices exist.
- 5. Cooperate with management and the Human Resources Department on the review and validation of written tests and other selection devices.
- 6. Analyze the flow of applicants through the selection and appointment process, including an analytical review of reasons for rejections.
- 7. Monitor the placement of employees to ensure the assignment of work and workplace on a nondiscriminatory basis.

C. **Promotions**

EL DORADO COUNTY TRANSIT AUTHORITY will continue to do the following:

1. Assure that all job vacancies are posted conspicuously and that all employees are encouraged to bid on all jobs for which they feel they are qualified.

D. Training

EL DORADO COUNTY TRANSIT AUTHORITY will continue to do the following:

- 1. Require managers and supervisors to participate in EEO seminars covering the EEOP, the overall EEO program and the administration of the policies and procedures incorporated therein, and on Federal, State and local laws relating to EEO.
- 2. Train in proper interviewing techniques of employees who conduct employment selection interviews.

E. Layoffs, recalls, discharges, demotions, and disciplinary actions

The standards for deciding when a person shall be terminated, demoted, disciplined, laid off or recalled should be the same for all employees, including minorities and females. Seemingly neutral practices are re-examined to see if they have a disparate effect on such groups. For example, if more minorities and females are being laid off because they were the last hired, then, adjustments are made to assure that the minority and female ratios do not decrease because of these actions.

- 1. When employees, particularly minorities and females, are disciplined, laid off, discharged or downgraded, the HR Manager/AA Officer reviews the actions before they become final.
- 2. Any punitive action (i.e. harassment, terminations, demotions), taken as a result of employees filing discrimination complaints, is illegal.
- 3. The following records should be kept to monitor this area of the internal EEO program:
 - a. On all terminations, including layoffs and discharges: indicate total number, name, (home address and phone number), employment date, termination date, recall rights, sex, racial/ethnic identification (by job category), type of termination and reason for termination.
 - b. On all demotions: indicate total number, name, (home address and phone number), demotion date, sex, racial/ethnic identification (by job category), and reason for demotion.
 - c. On all recalls: indicate total number, name, (home address and phone number) recall date, sex, and racial/ethnic identification (by job category).
- 4. Exit interviews should be conducted with employees who leave the employment of the EL DORADO COUNTY TRANSIT AUTHORITY.

F. Other personnel actions

EL DORADO COUNTY TRANSIT AUTHORITY will continue to do the following:

- 1. Provide assurance that information on EEO counseling and grievance procedures is easily available to all employees.
- 2. Develop and implement a system for processing complaints alleging discrimination because of race, color, religion, sex or national origin to an impartial body.
- 3. Develop and implement a system for processing grievances and appeals (i.e. disciplinary actions, adverse actions, adverse action appeals, etc).
- 4. Include in the performance appraisal system a factor to rate manager's and supervisors' performance in discharging the EEO program responsibilities assigned to them.
- 5. Review and monitor the performance appraisal program periodically to determine its objectivity and effectiveness.
- 6. Ensure the equal availability of employee benefits to all employees.

CHAPTER 5: AFFIRMATIVE EMPLOYMENT PROGRAM SPECIFIC BARRIER ANALYSIS

23 CFR 230, Subpart C Appendix A Part II § I-General 23 CFR 230, Subpart C Appendix A Part II, § C 4-Program Evaluation

The major part of an EEOP must be a recognition and removal of any barriers to Equal Employment Opportunity identification of problem areas and/or persons unfairly excluded and action enabling them to compete for jobs on an equal basis.

In addition to comparing incumbency to availability within job groups, EL DORADO COUNTY TRANSIT AUTHORITY has conducted studies to identify problem areas in each of its, organizational units, management responsibilities, employee complaints, traditions, and opportunities through the selection procedures (i.e., hires, promotions, and terminations). EL DORADO COUNTY TRANSIT AUTHORITY will continue to monitor and update these studies during each EEOP year. In each case where potential problem areas have been identified, affirmative actions, as appropriate, will be taken consistent with any of the action-oriented programs described in Chapter 5 of this EEOP.

Goals are established within each of the job groups at no less than the current availability data for the job group.

<u>Background:</u> Due to the geographic region of El Dorado County Transit Authority our applicant pool is very limited. We have been working with other local agencies to improve job recruitment awareness for our agency with the intent on making our applicant pool more robust.

<u>Organizational Unit</u> – barriers within the organizational unit may be found when there is an absence of knowledge, skills, and abilities to perform the job versus the number of class members within the workforce and recruiting areas.

<u>Management Responsibilities</u> – When managers and supervisors fail to meet their responsibilities, organizational units have a high turnover ratio for minorities, females, and persons with disabilities, and manifest imbalance and conspicuous absence prevails. The sources of these problems may be job descriptions, performance evaluations, or lack of career development or leadership skills of the managers and supervisors.

<u>Employee Complaints</u> – Managers must realize that most employee complaints are generated by the belief (whether based on perception or reality) that the total agency system is not functioning correctly because of institutional opportunity barriers.

<u>Traditions</u> – The resistance to change is so great that the climate for affirmative employment is not permitted by perpetuating going things in the traditional way.

Opportunities – *Opportunities* can be forecasted in terms of personnel and resources.

CHAPTER 6: PROGRAM EVALUATION 23 CFR 230, Subpart C Appendix A Part II, § II C(4)

Inherent in the EEOP is the need for periodic self-assessment of problems encountered, corrective action taken, and progress made. Self-evaluation requires complex record keeping systems on applicants, employees, and components of the EEOP itself. Periodic reports from supervisors, department managers, the Human Resources Manager/AA Officer, and other relevant persons are required.

The objective of all record keeping systems to be implemented is to assess the results of past actions, trends, the appropriateness of goals and objectives, the appropriateness and relevancy of identified solutions to problems, and the adequacy of the Plan as a whole. In addition, a further objective is to identify the proper corrective actions to be made to all components.

In order to fully achieve the objectives of such a record keeping system, the results of it must lead to follow-up through feedback to managers, supervisors, and staff, through reallocation of resources, through modifications to plans and the record keeping system itself, through appropriate recognition of personal achievements as well as punitive actions for discriminatory acts. For any identified deficiencies, appropriate corrective action will be identified and implemented.

The records that are maintained are the basis for updating the affirmative action plan, including revising the availability data and establishing annual numerical goals. The internal audit and reporting system is used as the basis for evaluating systemic, results-oriented programs and affirmative action efforts.

The EL DORADO COUNTY TRANSIT AUTHORITY auditing and reporting system periodically measures the effectiveness of its total affirmative action program. The Human Resources Manager/AA Officer:

- 1. Monitors records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscriminatory policy is carried out;
- 2. Requires internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
- 3. Reviews report results with all levels of management; and
- 4. Advises top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

CHAPTER 7: PUBLICIZE THE EEOP 23 CFR 230, Subpart C Appendix A Part II, § II C 2(a)(b)

External Dissemination:

The following activities will be implemented or continued to further enhance our affirmative action efforts. All activities are the responsibility of the Human Resources Manager/AAOfficer.

- 1) Initiate and maintain communication with organizations having special interests in the recruitment of women and minorities.
- 2) Include diverse group of employees when they are pictured in consumer, promotional, or help wanted advertising.
- 3) Disseminate information concerning employment opportunities to radio and television stations, and to publications that primarily reach women and minorities.
- 4) Provide information emphasizing job opportunities to all local educational institutions, public and private.
- 5) Inform all recruiting sources, in writing and orally, of the agency's affirmative action policy.
- 6) List with the State Employment Development Department all suitable job openings.
- 7) Send written notification of the agency's affirmative action policy to all subcontractors, vendors, and suppliers requesting appropriate action on their part.
- 8) Conduct formal briefing sessions with representatives from recruiting sources. Include as part of the briefing sessions, facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of the Company's selection process, and recruiting literature. Arrange for referral of applicants, follow up with sources, and feedback on disposition of applicants.

Internal Dissemination:

In order to gain positive support and understanding for the affirmative action program, EL DORADO COUNTY TRANSIT AUTHORITY will implement or continue to implement the following internal dissemination procedures, all of which are the responsibility of the Human Resources Manager/AAOfficer. The following policies and procedures are designed to foster support and understanding from EL DORADO COUNTY TRANSIT AUTHORITY's executive staff, management, supervisors, and other employees in an effort to encourage all employees to take the necessary actions to aid EL DORADO COUNTY TRANSIT AUTHORITY in meeting its obligations.

- 1) Include the policy in the Company's policy manual and other in-house publications.
- 2) Conduct special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation, making clear the Executive Director's attitude.
- 3) Schedule training sessions for all employees involved in recruiting, selection, promotion, and other related employment issues for women and minorities.
- 4) Discuss the policy thoroughly in both employee orientation and management training programs.
- 5) Inform union officials of the contractor's policy, and request their cooperation.
- 6) Include non-discrimination clauses in all union agreements, and review all contractual provisions to ensure they are non-discriminatory.
- 7) Post the policy on agency bulletin boards, along with the agency's harassment policy which includes protection from harassment on the basis of disability.

CHAPTER 8: EEO COMPLAINT PROCEDURE 23 CFR 230, Subpart C Appendix A Part II, § II B(11)

EL DORADO COUNTY TRANSIT AUTHORITY has a very exhaustive and detailed Internal Complaint Policy and Procedure whereby employees and applicants may process allegations of discrimination to an impartial body without fear of reprisal.

The EL DORADO COUNTY TRANSIT AUTHORITY's Human Resources Manager/AAOfficer, together with EEO counselors, investigators, counsels, management and supervisors are responsible for ensuring that the procedure are appropriately carried out. The procedure provides prohibition of retaliation or reprisals against complainants or the agency's employees involved in processing complaints, with appropriate disciplinary measure for officials found to have taken reprisal and/or retaliatory actions. A record of all investigations is maintained in an electronic database. Reporting and analysis is completed on a quarterly basis.

Please see the attached copy of the complaint process document.

EL DORADO COUNTY TRANSIT AUTHORITY RESOLUTION NO. 18-23

RESOLUTION OF THE BOARD OF DIRECTORS OF THE EL DORADO COUNTY TRANSIT AUTHORITY ADOPTING THE EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

WHEREAS, El Dorado County Transit Authority ("El Dorado Transit") is committed to providing equal employment opportunities for all employees and applicants on a fair and equitable basis; and

WHEREAS, El Dorado Transit as a public transit operator and Federal Transit Administration (FTA) sub-recipient is required to comply with FTA Circular 4701.1A requiring an agency to have an abbreviated Equal Employment Opportunity Program (EEOP); and

WHEREAS, the initial EEOP was prepared and approved in August 2016; and

WHEREAS, any FTA sub-recipient who meets both of the following threshold requirements, must prepare and maintain an abbreviated EEO Program:

- Employs between 50-99 transit-related employees, and
- Requests or receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year, or requests or receives planning assistance in excess of \$250,000 in the previous Federal fiscal year.

WHEREAS, the EEOP includes an updated narrative including an up to date Workforce Overview and expanded Job Restructuring and Upward Mobility report; changes necessary to comply with updated regulations pursuant to the revised thresholds; and

WHEREAS, the EEOP contains all federal regulations; and

WHEREAS, the EEOP has been reviewed and approved by the Liaison of the El Dorado Transit 5311 Grant Program from the State of California Department of Transportation; and

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE EL DORADO COUNTY TRANSIT AUTHORITY: The Board adopts the attached revised Equal Employment Opportunity Program 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 7th day of June 2018, by the following vote of the Board:

AYES:	NOES:	ABSTAIN:	ABSENT:
Chive Frontzon Cl	animawan		
Shiva Frentzen, Ch	lairperson		
ATTEST:			
Megan Wilcher, So	ecretary to the Board		

AGENDA ITEM 1 G Consent Item

MEMORANDUM

DATE: June 7, 2018

TO: El Dorado County Transit Authority

FROM: Brian James, Planning and Marketing Manager

SUBJECT: Charter Rate for Fiscal Year (FY) 2018/19

REQUESTED ACTION:

BY MOTION,

Approve Charter Rate of \$160.00 per Hour for Fiscal Year (FY)

2018/19

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) currently provides limited charter services as allowed per State and Federal guidelines. El Dorado Transit establishes an hourly charter rate as per the guidelines set forth in the *Transportation Development Act (TDA), Statutes and California Codes of Regulations, January 2005.* The current, adopted charter rate for FY 2017/18 is \$155.00 per service hour.

DISCUSSION

The State of California TDA regulations Section 99250 include the following guidance regarding charter services performed by a public transit agency:

- 1. "...charter bus service rates and minimums shall be established which are...at least equal to the average of the three lowest current rates charged by private charter bus carriers actually operating charters originating in the same service area of the public transportation system during the prior year."
- 2. "All charter bus service rates shall be reviewed and adjusted not less than semiannually to reflect variations in actual and assumed costs, as well as private charter bus carrier rates."

Staff solicited quotes from private charter providers operating in the service area. The participating operators were asked to base their quotes on at least a seven (7) hour charter to include dead-head and fuel surcharges where applicable. Average hourly rates were calculated and ranked. The average of the three (3) lowest quotes was \$140.56 per hour. This rate is lower than the current commuter operations cost per hour of \$158.83 as reported in the El Dorado Transit Fiscal Year 2017/18 Six-Month Administrative Operations Report, March 1, 2018.

Staff recommends El Dorado Transit's rate for charter service be set at no less than \$160.00 per service hour for FY 2018/19. Consistent with the TDA regulations, this rate will be non-competitive with private operator's average rates for similar service and will adequately cover El Dorado Transit's operating costs.

FISCAL IMPACT

<u>Item</u> <u>Period</u> <u>Rate</u>

Charter Service Rate Effective July 1, 2018 \$160.00/hour

AGENDA ITEM 1 H Consent Item

MEMORANDUM

DATE: June 7, 2018

TO: El Dorado County Transit Authority

FROM: Julie Petersen, Finance Manager

SUBJECT: Quarterly Investment Report Quarter Ending 03/31/2018

REQUESTED ACTION:

BY MOTION,

Receive and File Quarterly Investment Report for Quarter

Ending 03/31/2018

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 first calendar quarter of 2018 equal \$10,177.96. To-date total interest earned for fiscal year (FY) 2017/18 equals \$25,185.77; this reflects an amount of \$4,185.78 over adopted budget. These funds are budgeted and used as operating income. Investment report for quarter ending 03/31/18 is submitted for review and file.

FISCAL IMPACT

Account 4970.00-Interest Income will be adjusted in the FY 2017/18 Final Amended Operating Budget process.

EL DORADO COUNTY TRANSIT AUTHORITY

QUARTERLY INVESTMENT REPORT

PERIOD 01/01/2018 - 03/31/2018

LOCAL AGENCY INVESTMENT FUND (L A I F)

Account	Summary
---------	---------

June 7, 2018 Agenda

Account Sum	Account Summary				
12/31/2017	Balance Forward	\$ 1,207,033.56			
Total Transfer	rs to General Checking Account	\$ -000,000.00			
Total Transfer	rs from General Checking Account	\$ 000,000.00			
Interest Earne	ed @ 1.51%	\$4,490.89			
03/31/2018	Ending Balance 1st Qtr., 2018	\$ 1,211,524.45			
UMPQUA B	UMPQUA BANK (Money Market Account)				
Account Sum	mary				
12/31/2017	Balance Forward	\$ 2,167,192.06			
Total Transfe	Total Transfers to General Checking Account				
Total Transfer	Interest Earned @ 1.51% \$ 4,490.89 03/31/2018 Ending Balance 1st Qtr., 2018 \$ 1,211,524.45 UMPQUA BANK (Money Market Account) Account Summary 12/31/2017 Balance Forward \$ 2,167,192.06				
Interest Earne	ed @ 1.32%	\$5,274.63			
03/31/2018	Ending Balance 1st Qtr., 2018	\$ 1,922,466.69			
UMPQUA B	ANK (Operating Reserve Account)				
Account Sum	mary				
12/31/2017	Balance Forward	\$ 98,732.89			
Total Transfer	rs to General Checking Account	\$ -000,000.00			
Total Transfe		\$ 000,000.00			

Interest Earned @ 1.22% \$ 246.25 03/31/2018 Ending Balance 1st Qtr., 2018 \$ 98,979.14

AGENDA ITEM 1 I Consent Item

MEMORANDUM

DATE: June 7, 2018

TO: El Dorado County Transit Authority

FROM: Julie Petersen, Finance Manager

SUBJECT: Resolution No. 18-22 to establish fuel as exempt from competitive

bidding and approve Blanket Purchase Orders for said fuel,

for fiscal year 2018/19

REQUESTED ACTION:

BY MOTION,

- 1. Adopt Resolution No. 18-22 Identifying Fuel as Exempt from Competitive Bidding and Authorize the Executive Director to Procure Fuel from Outside Vendors.
- 2. Approve Blanket Purchase Order No. B24008 issued to Dawson Oil Company in the amount of \$650,000 and Blanket Purchase Order No. B24013 issued to Hunt & Sons, Inc. in the amount of \$90,000 for fiscal year 2018/19.

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) purchasing procedures allow an exemption to competitive bidding per the following approved <u>El Dorado Transit Procurement</u> Policies and Procedures Manual:

"Chapter 3; Section 14 Sole Sources Procurements:

- b) Sole source procurement may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:
 - 5. The unique nature of the property or service required precludes competitive bidding."

DISCUSSION

El Dorado Transit operates a fleet of seventy (70) vehicles and purchases green low sulfur diesel and unleaded gasoline from two (2) commercial cardlock fuel vendors.

The El Dorado Transit fleet currently consumes approximately 6,780 gallons of unleaded gasoline and 11,205 gallons of green low sulfur diesel per month. Transit Operators and

maintenance personnel fuel vehicles during the hours of 5:00 AM and 8:00 PM Monday through Friday and 8:00 AM and 5:00 PM each weekend. Additional fueling is necessary during special shuttle services such as the Fair Shuttle

All vendors provide a pricing structure to El Dorado Transit for a set amount above their cost. This is typical of commercial/retail fuel vendors. Daily prices are based on the market but do not allow the vendors to provide a set price as if they were delivering to an El Dorado Transit fuel tank on a specific day. El Dorado Transit buys fuel daily and this daily price fluctuation does not conform to the approved El Dorado Transit Purchasing Procedures therefore; the El Dorado Transit board has allowed an exemption from competitive bidding on fuel since 2000.

Due to the unique nature of retail fuel delivery it is recommended that fuel procurement be identified as exempt from competitive bidding. Card lock retail fuel delivery does not lend itself well to competitive bidding because the pricing fluctuates daily according to market rates.

El Dorado Transit Purchasing Procedures and the Joint Exercise of Powers Agreement establishing El Dorado Transit require Board approval for Purchase Orders over \$25,000 and Purchase Requisitions over \$5,000.

The Executive Director certifies that these purchases are included within the preliminary approved operating budget for Fiscal Year 2018/19.

FISCAL IMPACT

Purchase Order amounts are within budget line item amounts as presented on the Preliminary Operating Budget FY 2018/19 adopted on March 1, 2018.

No budget adjustments to this line item have been made in the Final Operating Budget for FY 2018/19 as presented in this agenda packet.

EL DORADO COUNTY TRANSIT AUTHORITY RESOLUTION NO. 18-22

RESOLUTION OF THE BOARD OF DIRECTORS OF THE EL DORADO COUNTY TRANSIT AUTHORITY IDENTIFYING FUEL AS EXEMPT FROM COMPETITIVE BIDDING AND AUTHORIZE THE EXECUTIVE DIRECTOR TO PROCURE FUEL

WHEREAS, El Dorado County Transit Authority (El Dorado Transit) purchases ultra-low sulfur diesel and unleaded gasoline for fleet vehicles; and

WHEREAS, El Dorado Transit currently purchases fuel from two (2) commercial cardlock vendors; and

WHEREAS, the El Dorado Transit purchase of all fuel from one vendor is not practical due to the proximity of fuel facilities and the availability of differing types of fuel; and

WHEREAS, cardlock type retail fuel vendor pricing fluctuate daily which does not lend itself to the El Dorado Transit purchasing procedures; and

WHEREAS, El Dorado Transit has received structured price quotes from all vendors; and

WHEREAS, approved El Dorado Transit Procurement Policies and Procedures Manual: Chapter 3; Section 14(b)(5) allows for exemption from competitive bidding by resolution when the unique nature of the property does not lend itself to bidding; and

NOW THEREFORE, BE IT RESOLVED; that:

- 1. The purchase of fuel is considered unique in nature due to the fluctuation in price and is hereby declared exempt from competitive bidding.
- 2. The Executive Director is authorized to purchase fuel from outside vendors.

PASSED AND ADOPTED, this 7th day of June 2018.

AYES:	NOES:	ABSTAIN:	ABSENT:
Shiva Frentzen, Cl	hairperson		
ATTEST:			
Megan Wilcher, S	ecretary to the Board		

EL DORADO COUNTY TRANSIT AUTHORITY

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

PURCHASE ORDER NO. B24008

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

DATE: 07/01/18

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: Bryon

Vendor Phone No: (530) 642-2681 Fax No:

PRO	PROMISED DELIVERY DATE TERMS: NET 10th OF THE MONTH						
	F.O.B. DESTINATION						
QTY	UNIT		DESCRIPTION UNIT PRICE TOTAL				
		FLUID A VEHICLE	JRCHASES AND DIESEL EXHAUST ND ADDITIVES FOR TRANSIT FLEET ES FOR FISCAL YEAR 07/01/18 GH 06/30/19		NOT TO EXCEED: \$650,000.00		
I hereb	I hereby certify that this purchase order is in accordance			SUBTOTAL	\$650,000.00		
	with procedures in the purchase manual governing of such		SHIPPING				
items f	items for El Dorado County Transit Authority.		SALES TAX				
PUR	PURCHASING AGENT				NTE: \$650,000.00		

[&]quot;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

PURCHASE ORDER NO. B24013

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

DATE: 07/01/18

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: HUNT & SONS INC P.O. BOX 277670

SACRAMENTO, CA 95827-7670

Contact:

Vendor Phone No: (530) 642-2681 Fax No:

PRO	PROMISED DELIVERY DATE TERMS: NET 10					
	F.O.B. DESTINATION					
QTY	UNIT		DESCRIPTION			
		ADDITIVI	RCHASES AND BULK OIL AND ES FOR TRANSIT FLEET VEHICLES CAL YEAR 07/01/18 THROUGH 06/30/19		NOT TO EXCEED: \$90,000.00	
I hereby certify that this purchase order is in accordance			SUBTOTAL	\$90,000.00		
	with procedures in the purchase manual governing of such		SHIPPING			
items f	items for El Dorado County Transit Authority.			SALES TAX	NTE:	
			\$90,000.00			

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."

Circle Distributing: Vendor - Accounting - Requestor - Purchasing

AGENDA ITEM 1 J Consent Item

MEMORANDUM

DATE: June 7, 2018

TO: El Dorado County Transit Authority

FROM: Julie Petersen, Finance Manager

SUBJECT: Purchase Orders for Insurance Coverage for Fiscal Year 2018/19

REQUESTED ACTION:

BY MOTION,

- 1. Approve Purchase Order No. 24004 issued to the California Transit Indemnity Pool in the amount of \$535,000
- 2. Approve Purchase Order No. 24005 issued to the California Transit Indemnity Pool in the amount of \$25,000
- 3. Approve Purchase Order No. 24023 issued to the Special District Risk Management Authority in the amount of \$190,000

BACKGROUND

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

March 1, 2018 Board adopted the preliminary operating budget for FY 2018/19

DISCUSSION

The presented purchase orders address El Dorado Transit's liability, physical damage and worker's compensation insurance premiums. The preliminary operating budget was based on estimates; final premium rates have now been received.

California Transit Purchase Order No. 24004
 Indemnity Pool – Liability Not To Exceed \$535,000

• California Transit

Indemnity Pool – Physical Purchase Order No. 24005 Damage Not To Exceed \$25,000

• Special District Risk Purchase Order No. 24023 Management Authority Not To Exceed \$190,000 The Executive Director certifies that these purchases are processed within approved Purchasing Procedures per the El Dorado Transit Procurement Policies and Procedures Manual:

"Chapter 3; Section 14 Sole Sources Procurements:

- b) Sole source procurement may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:
 - 5. The unique nature of the property or service required precludes competitive bidding.
- c) The exemption provided by subsection (b) herein shall apply only to the purchase of such items as listed or that have been identified by resolution of the El Dorado Transit Board of Directors:
 - c. Insurance"

FISCAL IMPACT

Purchase Order amounts are within the overall budget in the proposed Final Fiscal Year 2018/19 Operating Budget presented as a part of this agenda packet.

	FY 2018/19 Adopted Preliminary <u>Budget</u>	FY 2018/19 Proposed Final <u>Budget</u>
5060.01 – Public Liability	\$541,000	\$535,000
5060.02 – Physical Damage	\$37,000	\$25,000
5020.05 – Workers' Compensation	\$338,000	\$190,000

EL DORADO COUNTY TRANSIT AUTHORITY

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

PURCHASE ORDER NO. 24004

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

DATE: 07/01/18

ACCOUNT: 1300 CLASS: 125

TO: CalTIP

c/o BICKMORE

1750 CREEKSIDE OAKS DRIVE STE 200

SACRAMENTO, CA 95833

SHIP & INVOICE TO:

EL DORADO COUNTY TRANSIT AUTHORITY

6565 COMMERCE WAY

DIAMOND SPRINGS, CA 95619-9454

Contact: Vicky Quintrall

Vendor Phone No: (916) 244-1104 Fax No: (916) 244-1199

PROMISED DELIVERY DATE		ELIVERY DATE	TERMS: NET DUE		
F.O.B. DESTINATION					
QTY	UNIT		DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		COVERAG 04/30/19 COVERAG CaITIP \$1.9 GEM @ \$1 MUNICH R EVEREST HALLMARI AWAC @ \$	PROGRAM ANNUAL RENEWAL FOR SAR 07/01/18 THROUGH 06/30/19 E PERIOD 05/01/18 THROUGH E LIMITS ARE AS FOLLOWS: 5M SELF-INSURED RETENTION .5M EXCESS OF \$1.5M e @ \$2M x \$3M Re @ \$2M x \$3M C @ \$5M EXCESS OF \$10M 610M EXCESS \$15M BILITY LIMIT OF \$25M		\$535,000.00
I herek	I hereby certify that this purchase order is in accordance		SUBTOTAL	\$535,000.00	
	with procedures in the purchase manual governing of such		SHIPPING		
items	tems for El Dorado County Transit Authority.		SALES TAX		
PUR	PURCHASING AGENT TOTAL			TOTAL	\$535,000.00

[&]quot;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

PURCHASE ORDER NO. 24005

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

DATE: 07/01/18

ACCOUNT: 1300 CLASS: 125

TO: CalTIP

c/o BICKMORE

1750 CREEKSIDE OAKS DRIVE STE 200

SACRAMENTO, CA 95833

SHIP & INVOICE TO:

EL DORADO COUNTY TRANSIT AUTHORITY

6565 COMMERCE WAY

DIAMOND SPRINGS, CA 95619-9454

Contact: Vicky Quintrall

Vendor Phone No: (916) 244-1104 Fax No: (916) 244-1199

veno	or Phone	916) 244-1104 (916)	Fax No: (916) 244-1199		
PROMISED DELIVERY DATE TERMS: NET DUE					
			F.O.B. DESTINATION		
QTY	UNIT		DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		RENEWAL 06/30/19 COVERAG 04/30/19 COVERAG CaITIP \$10 ALTERRA	PHYSICAL DAMAGE PROGRAM ANNUAL FOR FISCAL YEAR 07/01/18 THROUGH E PERIOD 05/01/18 THROUGH E LIMITS ARE AS FOLLOWS: 0K SELF-INSURED RETENTION \$19M x \$100K DEMNITY/LLOYD'S/HISCOX \$10M x \$20M		\$25,000.00
	•	at this purchase order is		SUBTOTAL	\$25,000.00
•		in the purchase manual g	•	SHIPPING	
items for El Dorado County Transit Authority. SALE		SALES TAX			
PUR	CHASING	G AGENT		TOTAL	\$25,000.00

[&]quot;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

PURCHASE ORDER NO. 24024

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

DATE: 07/01/18

ACCOUNT: 1300 CLASS: 125

TO: SPECIAL DISTRICT RISK MANAGEMENT

AUTHORITY

1112 "I" STREET, SUITE 300 SACRAMENTO, CA 95814-2865 SHIP & INVOICE TO:

EL DORADO COUNTY TRANSIT AUTHORITY

6565 COMMERCE WAY

DIAMOND SPRINGS. CA 95619-9454

Contact: Sherrill Hanley

Vendor Phone No: (800) 537-7790 ext 20 Fax No: (916) 231-4111

PROMISED DELIVERY DATE		ELIVERY DATE	TERMS: NET DUE		
F.O.B. DESTINATION					
QTY	UNIT		DESCRIPTION UNIT PRICE TOTAL		
		PREMIU	RS' COMPENSATION INSURANCE MS FOR FISCAL YEAR 07/01/18 GH 06/30/19		\$190,000.00
I hereby certify that this purchase order is in accordance		SUBTOTAL	\$190,000.00		
with procedures in the purchase manual governing of such		SHIPPING			
items t	items for El Dorado County Transit Authority.		SALES TAX		
PUR	PURCHASING AGENT			TOTAL	\$190,000.00

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

AGENDA ITEM 2 A Action Item

MEMORANDUM

DATE: June 7, 2018

TO: El Dorado County Transit Authority

FROM: Maria Harris, Human Resources Manager

SUBJECT: Workers Compensation Trending Report

REQUESTED ACTION:

BY MOTION,

Receive and File El Dorado County Transit Authority

Workers Compensation Trending Report

BACKGROUND

On July 1, 2002 the El Dorado County Transit Authority (El Dorado Transit) moved the agency's worker compensation insurance coverage from the Association of Bay Area Governments (ABAG) Workers Compensation Insurance Pool (A Group Insurance Pool) into the Special Districts Risk Management Authority (SDRMA) Workers Compensation Insurance Pool (Self Insurance Program). The change in coverage resulted in improved claims management and cost saving.

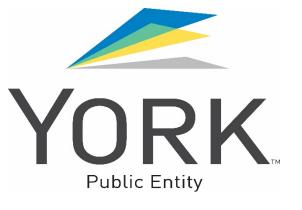
El Dorado Transit contracts with York Risk Services Group, Inc. (York) formally known as Gregory B. Bragg & Associates, Inc., to efficiently and effectively administer all workers compensation claims.

DISCUSSION

Dori Zumwalt, Senior Account Manager from York Risk Services Group will present the Workers Compensation Trending Report for El Dorado Transit. The report has been prepared for presentation to the Board of Directors with an update on El Dorado Transit's worker's compensation claim assessment over the previous five (5) years. This document will also be utilized to identify areas that require risk analysis such as the programs strengths and weaknesses.

FISCAL IMPACT

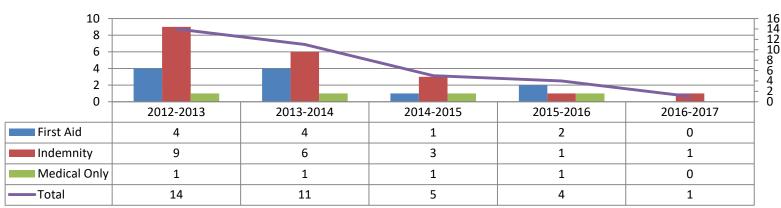
None



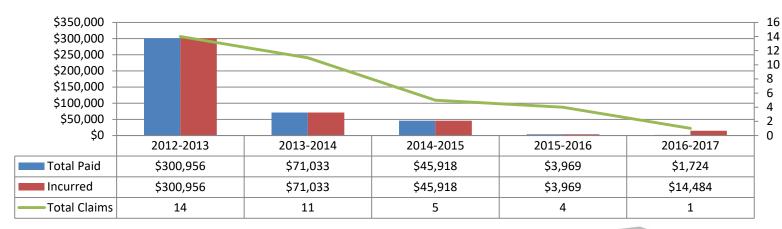
Workers' Compensation
Trending Report for
El Dorado Transit Authority

June 2018

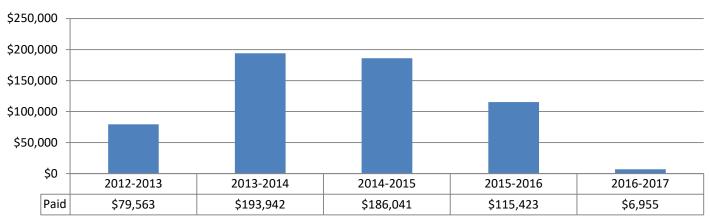
Claim Type by Fiscal Year



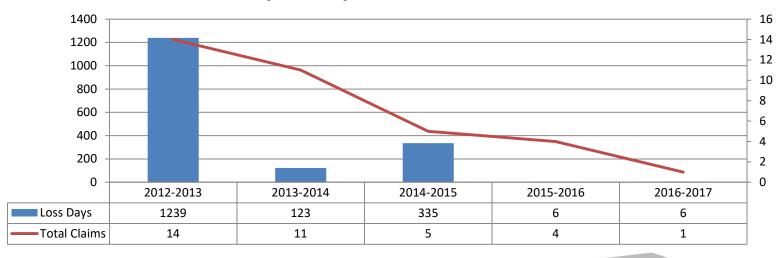
Total Paid and Incurred by Fiscal Year for Injuries within the Fiscal Year



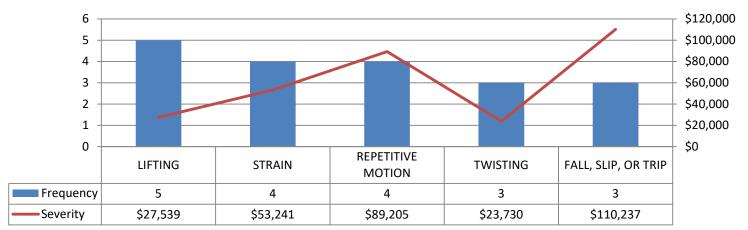
Total Paid During Fiscal Year Regardless of Injury Date



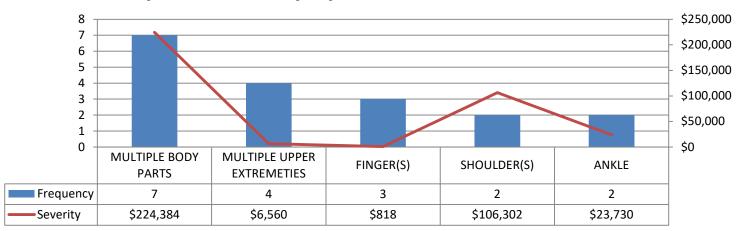
Loss Days for Injuries within Fiscal Year



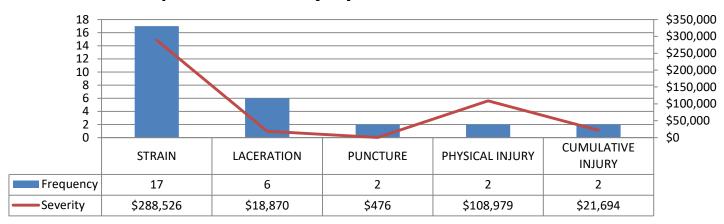
Top 5 Cause of Injury Fiscal Year 2012-2017



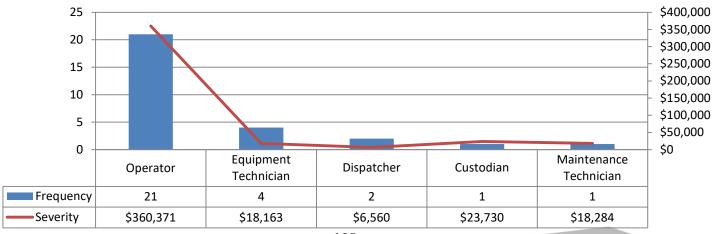
Top 5 Part of Body Injured Fiscal Year 2012-2017



Top 5 Nature of Injury Fiscal Year 2012-2017



Top 5 Occupation of Injury Fiscal Year 2012-2017



Trending Report: El Dorado Transit Authority 2012-2017

Top 10 Claims FY 2012-2017

Claim	Injury Date	Description	Status	Paid	Incurred
SDWA-555709		Employee fell out of new bus and injured left wrist, elbow, ankle, shoulder, hip, and finger.	С	\$108,979	\$108,979
SDWA-555514	7/2/2012	Employee felt a pop in left shoulder after pulling fare vault from the bus.	С	\$91,818	\$91,818
SDWA-556665	1/8/2013	Cumulative trauma claim to bilateral wrists.	С	\$64,771	\$64,771
SDWA-556960	11/12/2014	Employee was lifting bicycle rack to stow away and felt a pop in left upper arm.	С	\$27,281	\$27,281
SDWA-556191	8/13/2013	Employee injured right arm, wrist, shoulder, neck and back when pulling up to enter the bus.	С	\$26,101	\$26,101
SDWA5563010		Employee injured left ankle when slipped while walking up bus steps.	С	\$23,730	\$23,730
SDWA-555819	1/8/2013	Employee was releasing air brake on the bus and strained left thumb and wrist.	С	\$23,035	\$23,035
SDWA-556510	9/24/2013	Employee filed a claim for cumulative trauma to right knee and foot, and lower and upper extremities as a result of job duties.	С	\$18,284	\$18,284
SDWA-556932	10/20/2014	Employee injured right hand when a fan belt struck his hand against a metal bracket.	С	\$17,551	\$17,551
SDWA-558611	3/31/2017	Strain to right shoulder from reaching for gears	0	\$1,724	\$14,484

AGENDA ITEM 2 B Action Item

TIMED ITEM 1:00 PM PUBLIC HEARING

MEMORANDUM

DATE: June 7, 2018

TO: El Dorado County Transit Authority

FROM: Scott Ousley, Operations Manager

SUBJECT: Dial-A-Ride Focus Group Proposed Changes

REQUESTED ACTION: BY MOTION.

1. Open public hearing

- 2. Accept public comment regarding proposed changes to Dial-A-Ride from the Dial-A-Ride Focus Group Report
- 3. Close public hearing
- 4. Adopt the proposed changes to Dial-A-Ride from the Dial-A-Ride Focus Group Report

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) Dial-A-Ride (DAR) service has provided an important lifeline transportation link to the residents of El Dorado County, especially for the transit dependent senior and disabled community who reside in areas where there are no local fixed route services. DAR is used for a variety of purposes such as trips to medical appointments, pharmacies and grocery stores to name a few.

DAR operates primarily using Americans with Disabilities (ADA) accessible minivan vehicles and currently has twelve (12) geographic zones within El Dorado County (EDC) in which the population density varies. Examples of some of the areas with higher population are Placerville, Cameron Park and El Dorado Hills. Areas served with lower population are Garden Valley, Lotus, Rescue and Pleasant Valley.

In February 2016, the El Dorado Transit Board of Directors adopted the <u>Dial-A-Ride Zone</u> <u>Assessment Study and Implementation Plan for the Western Slope of El Dorado County</u> (study) produced by LSC Transportation Consultants, Inc. (LSC). As cited in the document the goals of the study were:

 \neg Increase the equity of the Dial-A-Ride program by ensuring that passengers imposing equal costs on the system are treated equally.

- \neg Improve the cost-effectiveness of the program by focusing limited resources on those trips that can be more effectively served.
- \neg Provide an opportunity to refine the zone system in a systematic and careful manner.
- \neg Aid the ability of El Dorado Transit staff and management to clearly communicate information on the system, and to explain the rationale behind its design.
- \neg *Provide clear maps of the zone system.*
- ¬Improve understanding among transit staff, riders, and decision makers regarding the actual cost of Dial-A-Ride service to various portions of the community.
- ¬ Fully meet the requirements of the Americans with Disabilities Act and Title VI of the Civil Rights Act of 1964.
- ¬ Ensure that Dial-A-Ride services best meet the overall goals of El Dorado Transit.
- ¬ Develop concise, accurate and readily-understandable summaries of the financial and managerial conditions of El Dorado Transit.
- \neg Provide local decision-makers with valuable information regarding the condition of the transit operations and transportation planning organizations.
- ¬Allow El Dorado Transit staff to gain an understanding of their organization's strengths and weaknesses, from an objective perspective.

The study provided the following service improvement recommendations to the Dial-A-Ride program:

- Eliminate General Public Service
- Eliminate Service to High Subsidy Zones
- Eliminate Individual Zones and Adopt a Flat Fare
- 4 Zone System

It is important for El Dorado Transit to evaluate each of these proposed service improvements and make changes if necessary. To do this, El Dorado Transit staff formed an objective ad hoc Dial-A-Ride Focus Group (group) consisting of users and stakeholders within the community. This group was asked to evaluate and make recommendations on service improvements and review the following customer service policies to determine if changes were warranted:

- Reservation Process
- *No Show and Cancellation Policy*
- Ride Pickup Window

Midway through this evaluation process staff research found several transit districts throughout the country were using a "mileage-based fare system" for their DAR services. A mileage-based system is similar to using a metered taxi service in which the length of a trip would determine the fare charged. To ensure that the Focus Group was evaluating all potential types of fare systems, LSC was asked to conduct further analysis of a mileage-based fare system and on January 12, 2018 LSC produced a memorandum of their analysis. In their memorandum it states, "The current system has added confusion among passengers and added staff time to identify the specific zones associated with a specific trip. It has also raised questions of equity, in that a short trip in an outlying zoned requires a higher fare than a trip

of similar length in a core zoned. With the recent improvements in mapping technologies, it is now simple to identify the point-to-point roadway trip length of any specific requested trip. The current proposal under consideration is to change the fare program to a base fare of \$2.00 plus \$0.50 for every additional mile (with no upper limit)."

DISCUSSION

Attached is the Final 2018 Dial-A-Ride Focus Group Report which summarizes each area the Focus Group analyzed. In the report the following recommendations are made by the Focus Group:

- Eliminate the general public's use of DAR
- Eliminate service to high subsidy zones
- Implement a mileage-based fare system
- No changes to the existing reservation system
- No changes to the no show or cancellation policy
- Change the pickup window to a 30 minute window (15 minutes before and after the requested time) to allow for more scheduling flexibility for shared rides.

The DAR Focus Group Report was presented to the Transit Advisory Committee (TAC) on April 25, 2018. The TAC unanimously supports the recommendations from the report.

FISCAL IMPACT

Dial-A-Ride 2016/17

Total 2016/17 Trips	20,880
Total 2016/17 Fares	\$60,485.50
2016/17 Average Fare per Trip	\$2.90

Estimated Mileage-Based Fare

	3%	5%
Anticipate 3% to 5% Reduction in Ridership	20,254	19,836
Anticipate 11% Increase in Fares Per Trip	\$3.22	
Total Anticipated Fares	\$65,124.74	\$63,781.96
Anticipated % Increase in Fare Revenue	7.67%	5.45%



Dial-A-Ride Focus Group Final Report

April 5, 2018

Prepared by: El Dorado County Transit Authority

6565 Commerce Way

Diamond Springs, CA 95619

(530) 642-5383

www.eldoradotransit.com



DIAL-A-RIDE FOCUS GROUP FINAL REPORT

TABLE OF CONTENTS

I.	BACKGROUND	1
II.	DIAL-A-RIDE FOCUS GROUP MEMBERS	4
III.	DIAL-A-RIDE SERVICE OVERVIEW	4
IV	EVALUATION OF SERVICE IMPROVEMENT RECOMMENDATIONS	5

I. Background

For many years the El Dorado County Transit Authority (El Dorado Transit) Dial-A-Ride (DAR) service has provided an important lifeline transportation link to the residents of El Dorado County, especially for the transit dependent senior and disabled community who reside in areas where there are no local fixed route services. DAR is used for a variety of purposes such as trips to medical appointments, pharmacies and grocery stores to name a few.

DAR operates primarily using Americans with Disabilities (ADA) accessible minivan vehicles and currently has twelve (12) geographic zones within El Dorado County (EDC) in which the population density varies. Examples of some of the areas with higher population are Placerville, Cameron Park and El Dorado Hills. Areas served with lower population are Garden Valley, Lotus, Rescue and Pleasant Valley.

To make the service as efficient as possible schedulers attempt to book trip requests together within a reasonable range of distance however, there are factors which limit the ability to do so due to challenges such as the timeframe of the trip request, travel time in the van and capacity constraints. It's much easier to group like trips together when they travel at relatively the same times and same general geographical locations. It is quite challenging to provide a trip that originates in Lotus going to Cameron Park and others originating in Placerville with the same general destination.

Another factor for consideration is the cost of the trips in the more rural parts of the service area. It goes without saying that multiple grouped trips in more populated areas with more services can be provided at much lower costs.

In February 2016, the El Dorado Transit Board of Directors adopted the <u>Dial-A-Ride Zone</u> <u>Assessment Study and Implementation Plan for the Western Slope of El Dorado County (study)</u> produced by LSC Transportation Consultants, Inc. (LSC). As cited in the document the goals of the study were:

- \neg Increase the equity of the Dial-A-Ride program by ensuring that passengers imposing equal costs on the system are treated equally.
- \neg Improve the cost-effectiveness of the program by focusing limited resources on those trips that can be more effectively served.
- \neg Provide an opportunity to refine the zone system in a systematic and careful manner.
- ¬ Aid the ability of El Dorado Transit staff and management to clearly communicate information on the system, and to explain the rationale behind its design.
- \neg *Provide clear maps of the zone system.*
- ¬Improve understanding among transit staff, riders, and decision makers regarding the actual cost of Dial-A-Ride service to various portions of the community.
- ¬ Fully meet the requirements of the Americans with Disabilities Act and Title VI of the Civil Rights Act of 1964.

- ¬ Ensure that Dial-A-Ride services best meet the overall goals of El Dorado Transit.
- ¬ Develop concise, accurate and readily-understandable summaries of the financial and managerial conditions of El Dorado Transit.
- ¬ Provide local decision-makers with valuable information regarding the condition of the transit operations and transportation planning organizations.
- ¬Allow El Dorado Transit staff to gain an understanding of their organization's strengths and weaknesses, from an objective perspective.

The study provided the following service improvement recommendations to the Dial-A-Ride program:

- Eliminate General Public Service
- Eliminate Service to High Subsidy Zones
- Eliminate Individual Zones and Adopt a Flat Fare
- 4 Zone System

It is important for El Dorado Transit to evaluate each of these proposed service improvements and make changes if necessary. To do this, El Dorado Transit staff formed an objective ad hoc Dial-A-Ride Focus Group (group) consisting of users and stakeholders within the community. This group was asked to evaluate and make recommendations on service improvements and review the following customer service policies to determine if changes were warranted:

- Reservation Process
- No Show and Cancellation Policy
- Ride Pickup Window

Midway through this evaluation process staff research found several transit districts throughout the country were using a "mileage-based fare system" for their DAR services. A mileage-based system is similar to using a metered taxi service in which the length of a trip would determine the fare charged. To ensure that the Focus Group was evaluating all potential types of fare systems, LSC was asked to conduct further analysis of a mileage-based fare system and on January 12, 2018 LSC produced a memorandum of their analysis. In their memorandum it states, "The current system has added confusion among passengers and added staff time to identify the specific zones associated with a specific trip. It has also raised questions of equity, in that a short trip in an outlying zoned requires a higher fare than a trip of similar length in a core zoned. With the recent improvements in mapping technologies, it is now simple to identify the point-to-point roadway trip length of any specific requested trip. The current proposal under consideration is to change the fare program to a base fare of \$2.00 plus \$0.50 for every additional mile (with no upper limit)."

Under the current 12 zone fare structure for DAR, Table 1 demonstrates a 42% increase in operating subsidies per passenger over the last five (5) fiscal years. Continued increases can be expected if the service remains as status quo.

Dial-A-Ride Operating Subsidy Per Passenger Table 1

Fiscal Year	Operating Subsidy Per Passenger
2012/13	\$48.99
2013/14	\$57.04
2014/15	\$58.32
2015/16	\$64.11
2016/17	\$69.58

I. Summary of Dial-A-Ride Focus Group Recommendations

Through this process the DAR Focus Group recommended the following changes to the services:

- Eliminate the general public's use of DAR
- Eliminate service to high subsidy zones
- Eliminate individual zones and do not adopt a flat fare
- Do not implement a four (4) zone fare system
- Implement a mileage-based fare system
- No changes to the existing reservation system
- No changes to the no show or cancellation policy
- Change the pickup window to a 30 minute window (15 minutes before and after the requested time)

II. Dial-A-Ride Focus Group Members

The Focus Group consisted of the following members:

User / Stakeholders

Ms. Ellen Yevdakimov, Dial-A-Ride user

Ms. Gloria Webster, Dial-A-Ride user

Ms. Star Walker, Program Coordinator, El Dorado County Health and Human Services Agency

Ms. Jody Bailey, Mother Lode Rehabilitation Enterprise

El Dorado Transit Staff

Mr. Scott Ousley, Operations Manager, El Dorado Transit

Mr. Brian James, Planning and Marketing Manager, El Dorado Transit

Ms. Alicia Kennedy, Operations Supervisor, El Dorado Transit

Ms. Haley Van Horn, Office Assistant II, El Dorado Transit

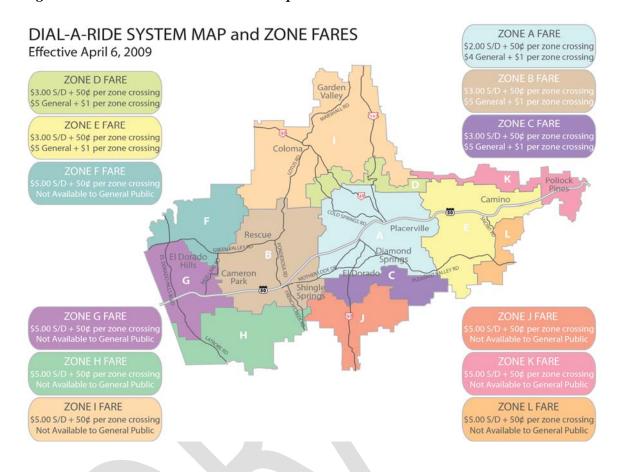
III.Dial-A-Ride Service Overview

DAR has long been an important element of El Dorado Transit services. DAR is the only service that is accessible to the lower density rural and suburban portions of the service area, where fixed or flex route service is not feasible. Dial-A-Ride is an important additional service for the more urban areas as well. Dial-A-Ride services are a strategic part of the overall goal of addressing traffic congestion, air quality, and other "quality of life" issues.

DAR service began in 1975 and prior to 2001, DAR consisted of three zones: the area within 10 minutes of Placerville where service was available to elderly, disabled and general public, the area between 10 and 20 minutes of Placerville where service was only available to the General Public on a space available basis, and the area between 20 and 30 minutes of Placerville, limited to elderly and disabled passengers only. In 2001, a DAR Zone Assessment Study was conducted and formally defined the current zone system with graduated fares, which has been the basis of the program ever since. Since that time, there has been growth in various portions of the service area, as well as shifts in needs for transit services.

DAR service is a curb-to-curb demand-response service. The service is available weekdays between the hours of 7:30 AM and 5:00 PM and weekends between the hours of 8:00 AM and 5:00 PM. The service area consists of 12 geographic zones (Figure 1) surrounding the Placerville/Diamond Springs area (Zone A). Zones B, E, C, and D provide service to Cameron Park, Camino, and other areas that can be reached from Zone A in 10-20 min. These zones are open to the general public on a space available basis. The remaining zones can be reached from Zone A in 20-30 min, and include El Dorado Hills, Coloma, Pollock Pines, and Garden Valley. In these seven remaining zones, DAR does not provide service to the general public. Reservations are accepted for all zones up to three business days in advance.

Figure 1. Current Dial-A-Ride Zone Map



IV. Evaluation of Service Improvement Recommendations

This following section provides the service improvement analysis by the Focus Group and their recommendations.

A. Eliminate General Public Service

Study Recommendation

"A review of a full week of service indicated zero ridership other than elderly or disabled persons. Transit staff confirms anecdotally that general public riders are very infrequent. It is recommended that service no longer be offered to the general public. While it could be argued that there is effectively no cost to continuing to offer general public service, there is also benefit of simplifying the service. In particular, area residents sometimes see the availability of this service to the general public and call for immediate service, which the Dial-A-Ride program is

Dial-A-Ride Focus Group Final Report |

unable to accommodate due to capacity constraints, leading to frustrations. It is preferable to focus the program on doing a good job for seniors and persons with disabilities by eliminating the option of service to the general public."

Typically, general passengers are categorized into "space available" trips. At the time of the reservation request no ride confirmation is given and the request is automatically placed into *will call*. Based on the demand on a particular day, not all *will call* requests are exclusively general passenger requests. Elderly and disabled requests may also be placed in *will call* due to capacity constraints.

When the reservation window (9:00am - 3:00pm, Monday - Friday) is closed, the schedulers will review all unscheduled reservations and prioritize scheduling for elderly and disabled first, then attempt to schedule the general passengers requests if there is space. In most cases if not all, these general ride requests are refused due to capacity constraints.

Focus Group Recommendation

Considering the low demand by the general public and the unlikelihood of the general public request being accommodated due to capacity constraints, the group recommends discontinuing service to the general public on DAR.

Staff Recommendations

Staff concurs with the group recommendation

B. Eliminate Service to High Subsidy Zones

Study Recommendation

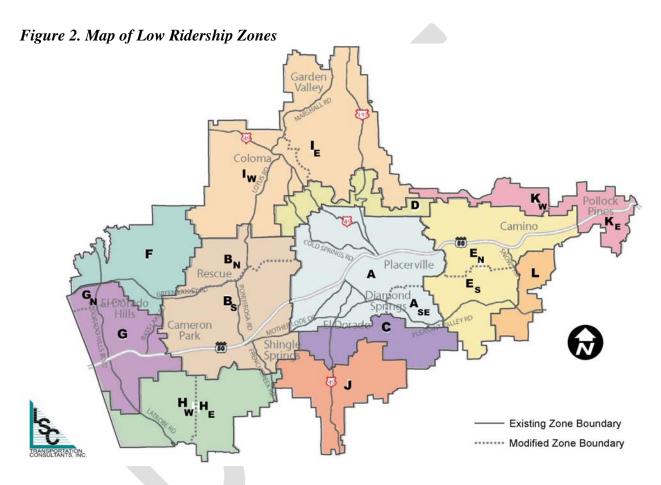
Per the study, "Service should be eliminated to the eastern portion of Zone I (Garden Valley area), to Zone L (Starks Grade Road area), to Zone F (near Folsom Lake) and to the western portion of Zone K (north of Camino), due to high subsidy per passenger levels that exceed standards. These zones require between \$103 and \$156 in subsidy for every passenger-trip served (or between \$206 and \$312 for a single round-trip), which exceeds recommended standards. On average, service to these zones requires \$125 in subsidy per passenger-trip. Elimination of service to these areas will reduce operating subsidy requirements by an estimated \$22,000 per year.

These zones generate only an estimated 173 passenger-trips per year (or less than a single one-way passenger-trip per day). Service to these areas is an inefficient use of limited operating dollars – comparing the cost efficiency with the average subsidy per trip for the system as a whole (\$51) indicates that El Dorado Transit could provide 2.5 trips in the remainder of the system for every 1 trip in these outlying areas.

Dial-A-Ride Focus Group Final Report

6

While eliminating existing service is always a difficult decision, in this case it is recommended to enhance the overall benefits provided by the Dial-A-Ride program to the region as a whole. While the eastern portion of Zone K (Pollock Pines) also has high subsidy requirements, this area has a concentration of residents with high potential need for transit services. It is therefore recommended that service continue to be provided to this relatively limited area." Figure 2 is a map of low ridership zones.



Zones recommended for eliminations: F, Iw, L and Kw.

Aside from the high-subsidy of providing these long distance rides, a major challenge for scheduling these rides is the length of the ride in relation to providing a "shared ride" service. Shared ride service is the practice of scheduling multiple rides into the same vehicle to maximize the number of rides that can be accommodated. This process helps to reduce the subsidies and increase efficiency.

When a customer requests a ride which originates and ends in one of the high-subsidy, low ridership zones, it is usually impossible to group other rides within the same vehicle due to the length (both time and distance) of the ride. The DAR scheduling operates under the guidelines that a customer should not ride in a vehicle on a one-way trip longer than sixty (60) minutes in duration. In most cases, grouping other trips in the vehicle with these types of rides violates this scheduling strategy and significantly impacts the versatility in scheduling.

Focus Group Recommendation

Appreciating the difficult and sensitive decision of eliminating Dial-A-Ride services to a portion of our community, the group concurs with the recommendation to eliminate service to areas of high-subsidy, low ridership. The group believes the elimination of the high-subsidy, low ridership zones will improve the availability of ride opportunities to customers needing service in higher populated areas where more services are available.

Staff Recommendation

Staff concurs with the group recommendation.

C. Eliminate Individual Zones and Adopt a Flat Fare

Study Recommendation

Per the study, "It is recommended that the existing 12 zone system be eliminated, and a single flat fare be applied across the recommended service area. This will greatly simplify the service, aiding passenger's ability to use the system as well as making it easier for dispatchers, drivers and management staff to market, explain and monitor. The recommended flat fare is \$3.00 per trip.

As suggested in the study, the zone boundaries would be eliminated and a flat fare of \$3.00 would be charged for a ride within the entire Dial-A-Ride service area. Potential results of this change are:

- No overall annual ridership increase
- Decrease in Zone A trip due to a \$1.00 increase in local rides
- Increase of ridership in the outlying zones due to fare decrease
- Increase in annual vehicle revenue hours
- Increase in annual operating cost of roughly \$41,000

The advantages of eliminating individual zones and implementing one flat fare is Dial-A-Ride service will be easier and less confusing for passengers to use and, for staff to administer. An important factor is that a flat fare system would also make the system more equitable when you consider all passengers would pay the same fare. However, this change would reduce equitability for those passengers making longer trips (and thus costing the service more to provide) because they would be paying a smaller proportion of the overall costs.

Per the plan, with the implementation of this option the ridership, service and costs associated with a flat fare indicate:

- Overall ridership would decrease slightly by approximately 200 passenger-trips per year. There would be a 1,212 or 7 percent reduction in ridership in existing Zone A (Placerville). The largest ridership gains are in Zone B (Cameron Park) of 440 passenger-trips, and a 254 increase in Zone G (El Dorado Hills).
- Annual revenue vehicle-hours would remain unchanged (a calculated decrease of 23 vehicle-hours per year).
- Operating costs would decrease by approximately \$1,600 annually.
- Fare revenues would decrease by an estimate \$800 annually.
- Overall operating subsidy requirements would be increased by approximately \$800 annually.

Focus Group Recommendation

Although a flat fare may simplify the system and possibly make it more equitable to some degree, the group thought the impact of a reduction in ridership within Zone A is a concern. As an equitable solution, the group recommends considering the implementation of a graduating flat fare based on the distance from Zone A. This will be discussed in more detail in the next section.

Staff Recommendation

Staff concurs with the group recommendation

D. Four (4) Zone System

Study Recommendation

Per the study, "If the impacts of the individual fare changes under the recommended flat fare system are a concern, another feasible option would be to simplify to a 4 zone system, with only two fare levels rather than the current three fare levels. These zones were determined based upon the relative operating subsidy of providing service to each area. Under this option, the fare for the Central Zone is \$2.50 per one-way passenger-trip, while the fare for the South, North and East Zones would be \$4.00. Note that the reduction in the number of zone boundaries would

Dial-A-Ride Focus Group Final Report

9

reduce the number of boundary crossing charges paid, reducing the impact of any increases in base fares. The current \$0.50 boundary crossing charge would remain." Figure 3 for is a map of the four (4) zone system.

Coloma

Coloma

Coloma

Polick
Pines

Placerville

EAST ZONE

Hills

Cameron
Park

Shingle
Springs

CENTRAL ZONE

SOUTH ZONE

SOUTH ZONE

Figure 3. 4-Zone System

E. Mileage-Based Fare System

With this fare system, passengers would be charged based only on the distance of the trip regardless of where the trip originates or terminates. In their analysis LSC makes three (3) key points regarding this system:

- Most of the communities would see an increase in fares. The largest proportionate increase would be to/from Pollock Pines, Cameron Park and Shingle Springs.
- Average fares for all trips to/from/within Placerville would increase \$.063.

• The greatest reduction in fares would accrue to passengers making trips to/from or within El Dorado Hills, where the average fare would be reduced by \$1.53.

Per the consultant, overall changes to the mileage-based would result in a modest increase in fare revenue. However, a 3 to 5 percent reduction of ridership should be expected. It would also shift the burden of fare payments between communities and make the fare system more equitable as passengers making trips of similar distances would pay a similar fare. Table 2 shows what the fare would be if DAR went to a mileage-based system compared to Uber. Lyft's rates are very similar to Uber. A comparison with a private taxi service is not provided due to the much higher rates they charge for trips.

Table 2 Comparison of DAR Trip Distance Pricing Vs. Uber

Miles	DAR Cost Per Trip (\$0.50 per mile - \$2.00 minimum)	Uber-X Cost Per Trip (\$1.15 Base Fare, \$0.14 per minute, \$0.86 per mile, \$2.30 booking fee)	Cost Difference	% Difference
1	\$2.00	\$7.50	\$5.50	275%
2	\$2.00	\$7.50	\$5.50	275%
3	\$2.00	\$7.50	\$5.50	275%
4	\$2.00	\$8.01	\$6.01	301%
5	\$2.50	\$9.15	\$6.65	266%
6	\$3.00	\$10.29	\$7.29	243%
7	\$3.50	\$11.43	\$7.93	227%
8	\$4.00	\$12.57	\$8.57	214%
9	\$4.50	\$13.71	\$9.21	205%
10	\$5.00	\$14.85	\$9.85	197%
11	\$5.50	\$15.99	\$10.49	191%
12	\$6.00	\$17.13	\$11.13	186%
13	\$6.50	\$18.27	\$11.77	181%
14	\$7.00	\$19.41	\$12.41	177%
15	\$7.50	\$20.55	\$13.05	174%
16	\$8.00	\$21.69	\$13.69	171%
17	\$8.50	\$22.83	\$14.33	169%
18	\$9.00	\$23.97	\$14.97	166%
19	\$9.50	\$25.11	\$15.61	164%
20	\$10.00	\$26.25	\$16.25	163%

Focus Group Recommendation

The Focus Group recognizes the inequity and confusion of a zone-based fare system and determined a mileage-based system would significantly reduce confusion and be a more equitable system. Most people understand this system based on their experiences using a taxi.

Staff Recommendation

Staff concurs with the Focus Group recommendation.

F. Reservation Process

Under the current reservation process customers must call between 9:00am - 3:00pm, up to three (3) business days in advance. If the ride is able to be accommodated, the ride confirmation will be made at the time of the initial call. If no ride is available, the reservation request will be placed in "will call".

Focus Group Recommendation

The group recommends no changes to this process.

Staff Recommendation

Staff concurs with the group recommendation

G. No-Show and Cancellation Policy

Current Policy

Customers must call at least 24 hours before the scheduled pickup time to cancel their ride. Non-cancelled rides are declared a no-show. Any pickup no-show will result in the automatic cancellation of the return ride unless dispatch is contacted. Customers accumulating three (3) no-shows in a 30-day period will be suspended from using Dial-A-Ride for 14 days. Customers accumulating six (6) no-shows in a 90-day period will be suspended for 30 days. Eight Cancellations in a 30 day period results in a 14 day suspension. Customers will be notified via US mail each time a no-show is declared and a written notice of the proposed suspension period will be provided to the customer.

Focus Group Recommendation

The group recommends no changes to this policy.

Staff Recommendation

Staff concurs with the group recommendation

H. Ride Pickup Window

Current Policy

The DAR van will not depart for pickup any sooner than three (3) minutes after the scheduled ride time. For example, if a customer has a confirmed ride pick up at 10:00am, the van will wait until 10:03am before departing. If the van arrives earlier, it will wait until 10:03am unless the customer is ready to go early. Failing to meet the van by 10:03am will result in a no-show. The van is not technically "late" unless it does not arrive by 10:15am.

El Dorado Transit staff conveyed to the group that this policy was too restrictive and inhibits flexibility in scheduling trips each day. In a comparison of other DAR systems throughout the country, most systems use a 30 minute pickup window for the customer. For example, if a customer makes a reservation request for 10:00am, the scheduler will give the customer a ride window of 9:45am – 10:15am. This means the customer must begin looking for the van at 9:45am and the van is not technically late until 10:15am. Whenever the van arrives in that window of time, it will wait three (3) minutes before departing.

El Dorado Transit staff believes expanding the pickup window will allow the ability to schedule more shared rides and ultimately offer more opportunity to schedule rides especially during the peak reservation times of 10:00am – 2:00pm.

Focus Group Recommendation

The group concurs with El Dorado Transit recommendation to expand the pickup to a 30 minute window (15 minutes prior and 15 minutes after the scheduled time).

Staff Recommendation

Staff concurs with the group recommendation

AGENDA ITEM 2 C Action Item

TIMED ITEM 1:00 PM PUBLIC HEARING

MEMORANDUM

DATE: June 7, 2018

TO: El Dorado County Transit Authority

FROM: Julie Petersen, Finance Manager

SUBJECT: Fiscal Year 2018/19 Final Operating Budget

REQUESTED ACTION:

BY MOTION,

- 1. Open Public Hearing
- 2. Accept Public Comment
- 3. Close Public Hearing
- 4. Adopt Resolution No. 18-24 for the Final Operating Budget for Fiscal Year 2018/19

BACKGROUND

The Bylaws of the El Dorado County Transit Authority (El Dorado Transit) state;

"The Executive Director shall propose a preliminary operating budget...to the Board on or before the March meeting of each year. After considering the proposals from the Executive Director, the Board shall adopt a preliminary operating budget by April 15 of each year.

"The Executive Director shall propose a final operating budget...to the Board on or before June 15 of each year. Final operating...budget shall be adopted by the Board on or before July 15 of each year."

Board Action related to fiscal year (FY) 2018/19 Budget:

March 1, 2018 Adoption of Resolution No. 18-08 preliminary operating budget for FY

2018/19

March 1, 2018 Adoption of Resolution No. 18-07 authorizing the Executive Director to

claim Transportation Development Act (TDA) funds for FY 2018/19

Operating Budget

DISCUSSION

The proposed final operating budget for FY 2018/19 presented for consideration is a balanced budget based on the current service level. Revenue projections identified are designated for transit operations.

As noted in the attached budget report there are seven (7) changes, highlighted in bold, between the preliminary operating budget adopted on March 1, 2018 and the final proposed budget for FY 2018/19. These changes include;

- Reduction of the State Transit Assistance (STA) Deferred amount to balance the budget.
- Inclusion of AB2766 Grant allocation in the amount of \$39,785 for the 2018 Fair Shuttle project.
- Federal Transit Administration (FTA) Section 5307 funds in the amount of \$250,000 revenue included for Urban Preventative Maintenance (PM)
- Reduction of the Workers' Compensation Insurance line item by \$148,000.
- Reduction of the Liability Insurance line item by \$6,000.
- Reduction of the Physical Damage Insurance line item by \$12,000.
- Increase to the Service Contracts/Equipment line item to recognize the estimated cost for the administration of the Connect Card fare collection system.

Any additional adjustments will be brought before the Board as an agenda item of through the Mid-Year Budget adjustment process.

The Executive Director and Finance Manager will closely monitor all budgetary matters and submit timely reports to the Board on significant changes to revenues or expenses.

The recommendation is to adopt Resolution No. 18-24 adopting the proposed final operating budget for FY 2018/19.

FISCAL IMPACT

Final balanced operating budget for fiscal year 2018/19 - \$9,558,517.

EL DORADO COUNTY TRANSIT AUTHORITY **RESOLUTION NO. 18-24**

RESOLUTION OF THE BOARD OF DIRECTORS OF THE EL DORADO COUNTY TRANSIT AUTHORITY ADOPTING THE FINAL OPERATING **BUDGET FOR FISCAL YEAR 2018/19**

WHEREAS, Section 7.2 of the Bylaws of the El Dorado County Transit Authority require the submission of a final operating budget on or before June 15th of each year; and

WHEREAS, Section 7.2 further requires the adoption of a final operating budget on or before July 15 of each year; and

WHEREAS, the preliminary Fiscal Year 2018/19 operating budget was presented at public meeting on March 1, 2018; and

WHEREAS, the El Dorado County Transit Authority Board of Directors heard comments received from the public; and

WHEREAS, the El Dorado County Transit Authority adopted the preliminary operating budget for Fiscal Year 2018/19 on March 1, 2018; and

WHEREAS, the proposed operating budget for Fiscal Year 2018/19 ending June 30, 2019 is based upon the current level of service; and

WHEREAS, the proposed Fiscal Year 2018/19 operating budget projected revenue is based on known levels of anticipated funding;

NOW THEREFORE, BE IT RESOLVED, the El Dorado County Transit Authority hereby adopts the proposed final operating budget for Fiscal Year 2018/19 ending June 30, 2019 considered at the June 7, 2018 Board meeting.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board held on the 7th day of June 2018 by the following vote:

AYES:	NOES:	ABSTAIN:	ABSENT:
Shiva Frentzer	n, Chairperson	_	
ATTEST:			
Megan Wilche	er, Secretary to the Boar	rd	

EL DORADO COUNTY TRANSIT AUTHORITY PROPOSED FINAL OPERATING BUDGET 2018/2019

OPERATING BUDGET		FY 2018/2019 Preliminary	FY 2018/2019 Final	Difference
REVENUE ACCOUNTS		Adopted 03/01/2018	Proposed 06/07/2018	Difference
4000.00	Transportation Development Act (TDA/LTF)	\$4,837,735	\$4,837,735	\$0
4270.00	State Transit Assistance (STA)	\$1,243,570	\$1,243,570	\$0 \$0
4270.00	State Transit Assistance (STA) State Transit Assistance (STA) Deferred	\$1,143,484	\$737,699	-\$405,785
4270.00	State Transit Assistance (STA)/State of Good Repair (SGR)	\$235,684	\$235,684	-\$ 4 05,785 \$0
	Interest Income			•
4970.00		\$20,000	\$20,000	\$0
4100.00	Federal Transit Administration (FTA) Section 5311 Grant	\$490,631	\$490,631	\$0
4300.00	Farebox	\$208,000	\$208,000	\$0
4310.00	Contract Services	\$360,000	\$360,000	\$0
4320.00	Farebox - Charter	\$5,000	\$5,000	\$0
4330.00	Sac Commute Route Passes	\$778,000	\$778,000	\$0
4350.00	Bus Passes	\$72,000	\$72,000	\$0
4360.00	Scrip	\$42,000	\$42,000	\$0
4400.00	Advertising Revenue	\$12,000	\$12,000	\$0
4990.00	Misc. Revenue	\$400	\$400	\$0
4107.03	Fair Shuttle AB2766 Grant	\$0	\$39,785	\$39,785
4109.04	Low Carbon Transit Operations Program (LCTOP) Grant CP	\$217,678	\$217,678	\$0
4112.00	FTA Section 5307 Grant Income - Preventative Maintenance (PM)	\$0	\$250,000	\$250,000
5060.00	Offset Reserve Fund - CalTIP (restricted)	\$8,335	\$8,335	\$250,000
TOTAL REVENUES	Offset Reserve Fullu - Carrie (restricted)		\$9,558,517	
	ACOLINITE C	\$9,674,517	\$9,556,517	-\$116,000
SALARY & BENEFIT AC		Φ 2 <1 5 0 < 5	#2 <17 0 < 7	Φ.0.
5010.00	Regular Employees	\$3,617,065	\$3,617,065	\$0
5010.02	Temporary Employees	\$100,000	\$100,000	\$0
5010.07	Overtime	\$70,000	\$70,000	\$0
5010.08	On Call Pay	\$9,000	\$9,000	\$0
5010.09	Skill and Shift Pay	\$23,000	\$23,000	\$0
5020.01	Employee Retirement	\$606,000	\$606,000	\$0
5070.01	(OASDI - Payroll Tax) FICA	\$10,000	\$10,000	\$0
5070.02	MEDICARE - Payroll Tax	\$54,000	\$54,000	\$0 \$0
5020.02	Health Insurance	\$1,538,000	\$1,538,000	\$0 \$0
5020.02			\$1,538,000	\$0 \$0
	Unemployment Insurance	\$20,000		
5020.04	LT Disability/Life Ins	\$39,000	\$39,000	\$0
5020.05	Worker's Comp	\$338,000	\$190,000	-\$148,000
TOTAL SALARY & BEN		\$6,424,065	\$6,276,065	-\$148,000
SERVICE & SUPPLY AC	COUNTS			
5090.02	Clothing & Supplies	\$3,600	\$3,600	\$0
5090.05	Uniforms - Other	\$14,000	\$14,000	\$0
5050.01	Communications - Phone	\$57,000	\$57,000	\$0
5090.20	Communications - Radio	\$1,000	\$1,000	\$0
5090.01	Household Expenses	\$15,750	\$15,750	\$0
5060.01	Insurance Premiums/Public Liability	\$541,000	\$535,000	-\$6,000
5060.02	•	\$37,000	\$25,000	-\$0,000
	Insurance Premiums/Physical Damage		· · · · · · · · · · · · · · · · · · ·	
5060.03	Insurance Premiums/Commercial	\$12,000	\$12,000	\$0
5060.04	Insurance Premium EPLI Package	\$22,000	\$22,000	\$0
5090.06	Service Contracts/Equipment	\$142,000	\$192,000	\$50,000
5160.07	Park and Ride Maintenance	\$9,000	\$9,000	\$0
5160.01	Maintenance/Buildings	\$4,500	\$4,500	\$0
5160.03	Maintenance/Equipment	\$8,000	\$8,000	\$0
5160.05	Maintenance/Grounds	\$5,500	\$5,500	\$0
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)	\$340,000	\$340,000	\$0 \$0
5040.02	Vehicle Maintenance/Tires & Tubes	\$65,000	\$65,000	\$0 \$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.	\$35,000	\$35,000	\$0
5090.40	Memberships	\$7,400	\$7,400	\$0
5090.70	Office Expense	\$15,000	\$15,000	\$0
5090.80	Postage	\$4,000	\$4,000	\$0
5090.00	Operating Expense - Other	\$600	\$600	\$0
5030.00	Professional Services	\$150,000	\$150,000	\$0
5030.10	Employee Medical Exams	\$9,000	\$9,000	\$0 \$0
5030.30	Background Checks	\$2,000	\$2,000	\$0 \$0
5090.08	· ·			
	Pubs/Legal Notices	\$4,000	\$4,000	\$0
5090.75	Printing	\$20,000	\$20,000	\$0
5120.02	Rents/Leases - Equipment	\$17,000	\$17,000	\$0
5120.03	Rents/Leases Park and Rides	\$11,000	\$11,000	\$0
5140.01	Equipment Purchase - Data Processing	\$1,000	\$1,000	\$0
5140.05	Equipment Purchase - Office	\$4,000	\$4,000	\$0
5150.00	Special Department Expense	\$5,000	\$5,000	\$0
5150.01	Marketing	\$25,000	\$25,000	\$0
5090.30	Staff Development/Travel	\$31,000	\$31,000	\$0
5040.01	Fuel Purchase	\$621,000	\$621,000	\$0 \$0
5090.72	Bank Charges	\$800	\$800	\$0 \$0
5090.73	Credit Card Charge Fees	\$5,000	\$5,000	\$0
5090.74	Connect Card Administration Expenses	\$10,000	\$10,000	\$0
5050.02	Utilities	\$54,000	\$54,000	\$0
5050.03	Utilities/ Park & Rides	\$24,000	\$24,000	\$0
4108.03	Fair Shuttle AB2766 Grant	Pending	Pending	\$0
6210.01	Cameron Park Expansion	\$0	\$0	\$0
6270.00	Contingency	\$879,502	\$879,502	\$0
TOTAL SERVICES AND		\$3,250,452	\$3,282,452	\$32,000
TOTAL OPERATING EX	PENSES	\$9,674,517	\$9,558,517	-\$116,000
	131	4-101 190±1	7-,0001	

AGENDA ITEM 2 D Action Item

TIMED ITEM 1:00 PM PUBLIC HEARING

MEMORANDUM

DATE: June 7, 2018

TO: El Dorado County Transit Authority

FROM: Julie Petersen, Finance Manager

SUBJECT: Fiscal Year 2018/19 Final Capital Improvement Plan and

2018/19 Capital Budget

REQUESTED ACTION:

BY MOTION,

- 1. Open Public Hearing
- 2. Accept Public Comment
- 3. Close Public Hearing
- 4. Adopt Final Capital Improvement Plan and Resolution No. 18-25 for Final Capital Budget fiscal year 2018/19

BACKGROUND

The Bylaws of the El Dorado County Transit Authority (El Dorado Transit) state;

"The Executive Director shall propose... a preliminary capital budget to the Board on or before the March meeting of each year. After considering the proposals from the Executive Director, the Board shall adopt a preliminary operating budget by April 15 of each year."

"The Executive Director shall propose... a final capital budget to the Board on or before June 15 of each year. Final...capital budget shall be adopted by the Board on or before July 15 of each year."

DISCUSSION

Board Action related to fiscal year (FY) 2018/19 Capital Improvement Plan and Budget:

March 1, 2018 Board approved preliminary capital improvement plan and budget

for FY 2018/19

As noted in the attached report there are three (3) changes, highlighted in bold, between the preliminary capital budget adopted on March 1, 2018 and the final proposed budget for FY 2018/19. These changes include;

- 18-04 Vehicle Replacement; El Dorado Transit applied for and did not receive a grant award. Staff will continue to pursuit other funding sources. At this time the project will remain.
- 19-02 Pollock Pines Safeway Bus Stop Improvements; a revised estimate for the project has been received and verified by both staff and consultant.
- 19-04 Vehicle Replacement Demand Response; draft quotes have been received for the procurement. Actuals coming in higher than estimates.

The El Dorado County Transit Authority Capital Improvement Plan Fiscal Year 2018/19 (CIP 2018/19) recommends capital projects and identifies funding for maintenance facility projects, vehicle purchase, software and hardware upgrades, safety and security, administration building improvements, and park and ride improvements.

Staff recommendation is to adopt the final CIP 2018/19 and budget as presented and adopt Resolution No. 18-25.

FISCAL IMPACT

Adoption of the CIP 2018/19 and budget allow transit staff to proceed with projects to ensure timely completion. Individual projects will be presented to the Board for final approval.

EL DORADO COUNTY TRANSIT AUTHORITY RESOLUTION NO. 18-25

RESOLUTION OF THE BOARD OF DIRECTORS OF THE EL DORADO COUNTY TRANSIT AUTHORITY ADOPTING THE FINAL CAPITAL BUDGET FOR FISCAL YEAR 2018/19

WHEREAS, Section 7.2 of the Bylaws of the El Dorado County Transit Authority require the submission of a final capital budget on or before June 15th of each year; and

WHEREAS, Section 7.2 further requires the adoption of a final capital budget on or before July 15 of each year; and

WHEREAS, the preliminary Fiscal Year 2018/19 capital budget was presented at public meetings on March 1, 2018; and

WHEREAS, the El Dorado County Transit Authority Board of Directors heard comments received from the public; and

WHEREAS, the El Dorado County Transit Authority approved the preliminary capital budget for FY 2018/19 on March 1, 2018; and

WHEREAS, the proposed capital budget for Fiscal Year 2018/19 ending June 30, 2019 is based upon continuation of current public transportation services provided by the El Dorado County Transit Authority; and

WHEREAS, the proposed Fiscal Year 2018/19 capital budget projected revenue is based on known levels of anticipated funding;

NOW THEREFORE, BE IT RESOLVED, the El Dorado County Transit Authority hereby adopts the proposed capital budget for Fiscal Year 2018/19 ending June 30, 2019;

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board held on the 7th day of June 2018 by the following vote:

A DOT A INI.

A DCENIT.

AIES:	NOES:	ADSTAIN.	ADSEN1:
Shiva Frentzer	n, Chairperson	_	
ATTEST:			
Megan Wilche	er, Secretary to the Boa	_ rd	

MOEC.

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Fiscal Year 2018/19

Capital Improvement Plan

June 7, 2018

Prepared by: El Dorado County Transit Authority

6565 Commerce Way

Diamond Springs, CA 95619

(530) 642-5383

www.eldoradotransit.com

Table of Contents

12-06 (6) Western Placerville Interchange (WPI) – Park and Ride Project	4
13-05 Maintenance Facility Equipment	5
14-03 Metal Fabrication Tools	6
15-08 Park-and-Ride Parking Lot Maintenance	7
17-02 (2) Vehicle Replacement – Commuter	8
17-03 Bus Stop Improvements with new Shelter and Amenities on Broadway, Placerville	9
17-05 Maintenance Facility – Safety and Equipment	10
18-01 (2) Moderate Improvements to Administration Building	11
18-02 Bus Shelters Amenities	12
18-04 (2) Vehicle Replacement	13
18-05 (2) Collision Avoidance System	14
18-06 (2) Radio System	15
18-07 Fare Boxes	16
19-01 IT Upgrade and Replacement 5-year plan	17
19-02 (2) Pollock Pines Safeway Bus Stop Improvements	18
19-03 Administration Building Safety Improvements	19
19-04 (2) Vehicle Replacement – Demand Response	20
19-05 Administration / Maintenance Facility Equipment	21
Capital Improvement Plan Budget	22

EL DORADO COUNTY TRANSIT AUTHORITY CAPITAL IMPROVEMENT PLAN FISCAL YEAR 2018/2019

EL DORADO COUNTY TRANSIT AUTHORITY

CAPITAL IMPROVEMENT PLAN

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

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

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

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

The <u>Capital Improvement Plan</u> and Capital Budget for 2018/19 identify funding transit capital projects with; Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) funds, California Transit Security Grant Program - California Transit Assistance Funds (CTSGP-CTAF), deferred State Transit Assistance (STA) funds, Federal Transit Administration (FTA) Section 5307 funds, Federal Transit Administration (FTA) Section 5339 funds, Congestion Mitigation and Air Quality (CMAQ) funds and through public financing.

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

Western Placerville Interchange (WPI) – Park and Ride Project

Project No. 12-06 (6)

COST SUMMARY (ESTIMATE)

Account (PTMISEA) FY (10/11)

State Transit Assistance (STA)

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

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

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

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

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

Adopted

\$ 160,000

\$ 335,000

\$2,865,620

	<u>Budget</u>
Western Placerville Interchange Park & Ride Total Project Cost	\$2,865,620 \$2,865,620
FUNDING SOURCES	
FY 2010/11 Public Transportation Modernization, Improvement, and Service Enhancement Program (PTMISEA) 2013/14 Congestion Mitigation and Air Quality (CMAQ) Public Transportation Modernization, Improvement, and Service Enhancement	\$1,270,620 \$1,100,000

Total Revenue

Maintenance Facility Equipment

Maintenance Facility

Project No. 13-05

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

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

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

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

COST SUMMARY (ESTIMATE)	Adopted <u>Budget</u>
Maintenance Facility Equipment Contingency 10% Total Project Cost	\$22,500 <u>\$ 1,125</u> \$23,625
FUNDING SOURCES	
State Transit Assistance (STA) Total Revenue	\$23,625 \$23,625

Metal Fabrication Tools

Maintenance Facility

Project No. 14-03

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

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

COST SUMMARY (ESTIMATE)	Adopted Budget
Vertical Band Saw Foot Shear Sheet Metal Brake Plasma Cutter Heavy Duty Work Benches Combination Disc Sander 10% Contingency	\$3,604 \$1,723 \$1,095 \$1,590 \$1,464 \$1,380 \$1,087
Total Project Cost	\$11,942
FUNDING SOURCE	
State Transit Assistance (STA) Total Revenue	\$11,942 \$11,942

Park-and-Ride Parking Lot Maintenance

Project No. 15-08

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

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

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

COST SUMMARY (ESTIMATE)	Adopted <u>Budget</u>
Park-and-Ride Parking Lot Maintenance Total Project Cost	\$250,000 \$250,000
FUNDING SOURCE	
State Transit Assistance (STA) Total Revenue	\$250,000 \$250,000

<u>Vehicle Replacement – Commuter</u>

Project No. 17-02 (2)

The El Dorado County Transit Authority (El Dorado Transit) is part to a joint-procurement contract with the city of Fairfield and Yuba-Sutter Transit.

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

El Dorado Transit is participating in a joint-procurement contract with the City of Fairfield and the Yolo County Transportation District. This agreement was approved by El Dorado Transit Board on November 7, 2017.

FIVE (5) 40' BLUEBIRD BUSES

EDCTA#	Vehicle Type	Mileage
		As of 03/16/18
0601	2006 BlueBird Bus	226,154
0602	2006 BlueBird Bus	276,738
0603	2006 BlueBird Bus	245,813
0604	2006 BlueBird Bus	193,250
0605	2006 BlueBird Bus	185,418

COST SUMMARY (ESTIMATE)

(221		Adopted <u>Budget</u>
Five (5) MCI Commuter Coaches	Total Project Estimate	\$3,000,000 \$3,000,000
FUNDING SOURCES		
Five (5) Year Lease Purchase Federal Transit Administration (FTA) Sect		\$1,200,000 \$ 693,430
Federal Transit Administration (FTA) Section 5339		\$ 800,000
State Transit Assistance (STA)		\$ 306,570
	Total Revenue	\$3,000,000

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

Project No. 17-03

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

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

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

COST SUMMARY (ESTIMATE)	Adopted <u>Budget</u>
Bus Stop Improvements	\$150,509
Contingency 10%	\$ 15,505
Total Project Cost	\$166,014
FUNDING SOURCE	
State Transit Assistance (STA) Total Revenue	\$166,014 \$166,014
Total Revenue	$\psi_100,014$

Maintenance Facility – Safety and Equipment

Project No. 17-05

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

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

Total Revenue

\$52,000

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

Moderate Improvements to Administration Building

Project No. 18-01 (2)

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

There are numerous exterior incandescent lights around the administration building and the Central park and ride needing to be replaced with efficient LED lighting.

The vehicle entry gate into the bus parking lot malfunctions periodically due to a poor design and needs to be replaced.

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

Additional maintenance projects as needed for FY 2018/19.

COST SUMMARY (ESTIMATE)	Adopted <u>Budget</u>
Admin Building Improvements	\$150,000
10% Contingency	\$ 15,000
Total Project Cost	\$165,000
FUNDING SOURCE	
State Transit Assistance (STA)	<u>\$165,000</u>
Total Revenue	\$165,000

Bus Shelters Amenities

Project No. 18-02

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

COST SUMMARY (ESTIMATE)	Adopted <u>Budget</u>
Admin Building Improvements	\$150,000
10% Contingency	\$ 15,000
Total Project Cost	\$165,000
FUNDING SOURCE	
State Transit Assistance (STA) Total Revenue	\$165,000 \$165,000

Vehicle Replacement

Services: Local Fixed Route Bus Replacement

Project No. 18-04 (2)

El Dorado Transit is applying for a Federal Transit Administration (FTA) Section 5339 grant for the purchase of six (6) low-floor clean diesel transit buses for fiscal year 2017/18. These buses will replace the current fleet of 35' BlueBird brand buses that are no longer supported by the manufacturer.

FIVE (5) 35' BLUEBIRD BUSES

EDCTA#	Vehicle Type	Mileage
		As of 08/18/17
0606	2006 BlueBird Bus	208,434
0607	2006 BlueBird Bus	267,694
0608	2006 BlueBird Bus	219,197
0609	2006 BlueBird Bus	351,641
0610	2006 BlueBird Bus	326,018

COST SUMMARY (ESTIMATE)	Adopted <u>Budget</u>
Six (6) Low-Floor Clean Diesel Transit Buses <i>Total Project Cost</i>	\$ 2,800,000 \$ 2,800,000
FUNDING SOURCES	
FTA Section 5339 Pending Funding	\$ 2,380,000
State Transit Assistance (STA)	\$ 420,000
Total Revenue	\$ 2,800,000

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 precrash 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 (ESTIM	MATE)	Adopted Budget
Collison Avoidance	e System	\$234,350
Contingency 10%		\$ 23,435
	Total Project Cost	\$257,785

FUNDING SOURCE

Proposition 1B
California Transit Security Grant ProgramCalifornia Transit Assistance Fund
(CTSGP-CTAF)(Proposition 1B) (California)
FY 15/16
\$124,854
State Transit Assistance (STA)
\$\frac{\sqrt{132,931}}{\text{Total Revenue}}\$\$\frac{\sqrt{257,785}}{\sqrt{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)		Adopted Budget
Radio System		\$100,210
Contingency 10%		<u>\$ 10,021</u>
	Total Project Cost	\$110,231

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) \$ 10,348

Total Revenue \$110,231

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)		Adopted Budget
Fare Boxes Contingency 10%	Total Project Cost	\$61,358 \$ 6,136 \$67,494
FUNDING SOURCES		
State Transit Assistance (ST.	A) Total Revenue	\$67,494 \$67,494

IT Upgrade and Replacement 5-year plan

Project No. 19-01

The most recent assessment of the El Dorado County Transit Authority's (El Dorado Transit) network in November 2017 yielded a 5-year IT plan to proactively replace IT network hardware and software according to its estimated life span. Included in this plan is desktops, laptops, servers, network equipment and software upgrades during Fiscal Year 2018/19 through Fiscal Year 2022/2023.

COST SUMMARY (ESTIMATE)		Adopted Budget	
IT Upgrade and Replacement Plan 10% Contingency	Total Project Cost	\$127,850 <u>\$ 12,785</u> <i>\$140,635</i>	
FUNDING SOURCES			
State Transit Assistance (STA)	Total Revenue	\$140,635 \$140.635	

Pollock Pines Safeway Bus Stop Improvements

Project No. 19-02 (2)

The El Dorado County Transit Authority (El Dorado Transit) uses a designated bus stop located on the south side to Pony Express Trail directly in front of Safeway in Pollock Pines. This bus stop consists of an asphalt pullout and a standalone concrete pad with a shelter. This project will include the replacement of the asphalt pullout with concrete, increasing the size of the concrete pad for the shelter, adding sidewalk and curbing to meet Americans with Disabilities Act (ADA) minimum standards, solar lighting and security cameras.

COST SUMMARY (ESTIMA	TE)	Adopted <u>Budget</u>	Proposed Budget
Pollock Pines Safewa Contingency 10%	ay Bus Stop Improvements Total Project Cost	\$ 156,418 \$ 15,642 \$ 172,060	\$ 168,418 <u>\$ 16,842</u> <i>\$ 184,900</i>
FUNDING SOURCES			
State Transit Assistance	Total Revenue	<u>\$ 172,060</u> <i>\$ 172,060</i>	\$ 184,900 \$ 184,900

Administration Building Safety Improvements

Project No. 19-03

The El Dorado County Transit Authority (El Dorado Transit) understands the most important asset is its employees. Being proactive will reduce potential threats. Following recent trends of violence in the workplace, a walk through assessment was completed by two (2) deputies from the El Dorado County Sheriff's Department and Office of Emergency Services. As a result, the Administration Building Safety Improvement will enhance the overall employee safety and security and address opportunities within the facility.

El Dorado Transit will install one (1) cashiers window in the reception area; install three (3) panic alarms (1 in dispatch and 2 in the reception area); install two (2) exterior windows in two (2) offices and one (1) sliding window connecting two (2) offices. Installing the improvements will allow for safer and more secure interactions from external and internal customers. The enclosed windows with addition of panic alarms will limit exposure to physical threat and allow a quicker response from emergency services. The added windows will allow for an added security measure and an extra escape route if other egress routes are not accessible.

COST SUMMARY (ESTIMATE)	Adopted <u>Budget</u>
Equipment and Installation of two (2) exterior windows Equipment and Installation of three (3) panic switches Purchase and Installation of two (1) cashier windows Contingency 15% Total Project Estimate	\$ 11,000 \$ 2,000 \$ 6,000 <u>\$ 3,150</u> \$ 24,150
FUNDING SOURCES State Transit Assistance (STA) Total Revenue	\$ 24,150 \$ 24,150

<u>Vehicle Replacement – Demand Response</u>

Services: Local Bus Route

Dial-A-Ride

Project No. 19-04 (2)

The El Dorado County Transit Authority (El Dorado Transit) was awarded a Federal Transit Administration (FTA) grant to replace five (5) local fixed route cutaway buses and five (5) Dial-A-Ride minivans that are beyond useful life. All vehicles will be moved into back-up status.

This project replaces:

	EDCTA#	Vehicl	e Type	Mileage 03/02/2018	
	1013	2010	Chevy Minivan	126,054	
	1101	2010	Chevy Minivan	167,643	
	1301	2013	Chevy Minivan	157,272	
	1302	2013	Chevy Minivan	166,566	
	1303	2013	Chevy Minivan	150,941	
	0703	2007	Chevy 26- passenger bus	283,633	
	0704	2007	Chevy 26- passenger bus	349,074	
	0901	2009	Chevy 26- passenger bus	251,683	
	0902	2009	Chevy 26- passenger bus	236,267	
	0903	2009	Chevy 26- passenger bus	215,377	
COST SUMMARY (ESTIMATE)		Adopted <u>Budget</u>	Proposed Budget		

	Five (5) Minivans		D	\$250,000 \$500,000	\$316,000
	Five (5) Cut-A-Way Buses		Buses	\$500,000 \$ 75,000	\$521,000
	Contingency 1	.0%	Total Ducinet Cost	\$\frac{\$-75,000}{\$825,000}	\$ 83,700 \$020,700
			Total Project Cost	\$023,000	\$920,700
FUNDI	NG SOURCES	S			
	Federal Transi	t Admi	nistration (FTA) 5310		
	Enhanced Mol	•			
	Individuals w	ith Disa	abilities	\$610,000	\$610,000
	State Transit A	Assistan		\$215,000	<u>\$310,700</u>
			Total Revenue	\$825,000	\$920,000

Administration / Maintenance Facility Equipment

Project No. 19-05

El Dorado Transit may have the need during the Fiscal Year 2018/19 to procure items considered incidental in nature, but are above the \$1,000 threshold that designates an asset posted to the depreciation schedule. Examples of this would include the replacement of small office equipment/furniture and/or replacement of Maintenance equipment.

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

COST SUMMARY (ESTIMATE)	Proposed Budget		
Admin./Maintenance Facility Equipment Total Project Cost	\$40,000 \$40,000		
FUNDING SOURCES			
State Transit Assistance (STA) Total Revenue	\$40,000 \$40,000		

El Dorado County Transit Authority Final Capital Improvement Plan Budget

			Approved Capital Projects	Beginning Balance as of 12/31/2017								
Status	Priority	CIP Project Number	Project Description	Budget	Deferred STA* \$3,942,311	FTA Section 5307 \$882,683	FTA Section 5310 \$610,000	FTA Section 5339 \$800,000	PTMISEA 10/11 \$1,430,620	CTSGP-CTAF \$400,708	CMAQ \$1,100,000	FINANCING 1,200,000
ACTIVE	1A	12-06	Western Placerville Interchange (WPI) Park and Ride	\$2,865,620	\$335,000				\$1,430,620		\$1,100,000	
ACTIVE	1B	13-05	Maintenance Facility Equipment	\$23,625	\$23,625							
ACTIVE	1C	15-08	Park-and-Ride Parking Lot Maintenance	\$250,000	\$250,000							
ACTIVE	2A	17-02	Vehicle Replacement 5 Year Plan - Commuter	\$3,000,000	\$313,570	\$686,430		\$800,000				1,200,000
ACTIVE	1D	17-05	Maintenance Facility - Safety and Equipment	\$52,000	\$52,000							
ACTIVE	2B	18-03	Administration / Maintenance Facility Equipment	\$40,000	\$40,000							
ACTIVE	3A	18-05	Collision Avoidance Syatem	\$257,785	\$132,931					\$124,854		
ACTIVE	3B	18-07	Farebox Replacement	\$67,494	\$67,494							
PLANNED	5A	14-03	Metal Fabrication Tools	\$11,942	\$11,942							
PLANNED	5B	17-03	Bus Stop Improvements - Upper Broadway	\$166,014	\$166,014							
ACTIVE	3C	18-01	Moderate Improvements to Administration Building	\$165,000	\$165,000							
PLANNED	5C	18-02	Bus Shelter Amenities	\$165,000	\$165,000							
PLANNED	8A	18-04	Vehicle Replacement - Local Fixed Route - Gillig	\$2,800,000	\$420,000							
PLANNED	3D	18-06	Radio System	\$110,231	\$11,231					\$99,000		
PLANNED	1E	19-01	IT Upgrade and Replacement 5 Year Plan	\$140,635	\$140,635							
PLANNED	5D	19-02	Pollock Pines Safeway Bus Stop Improvements	\$184,900	\$184,900							
PLANNED	5D	19-03	Administration Building Safetyt Improvements	\$24,150	\$24,150							
ACTIVE	4A	19-04	Vehicle Replacement - Demand Response	\$920,000	\$310,700		\$610,000					
PLANNED	3E	19-05	Administration / Maintenance Facility Equipment	\$40,000	\$40,000							
			Project Totals	\$11,284,396	\$2,854,192	\$686,430	\$610,000	\$800,000	\$1,430,620	\$223,854	\$1,100,000	\$1,200,000
			Remaining Funds Available		\$1,088,119	\$196,253	\$0	\$0	\$0	\$176,854	\$0	\$0

Priority - Key Code

- 1 = Active project, Work In Progress, projected completion undetermined
- 2 = Active project, Work In Progress, projected completion in FY 2017/18
- 3 = Active project, Work In Progress, projected completion during Fiscal Year 2018/19
- 4 = Funding in place, pending Specifications and Purchase Order
- 5 = Funding in place, pending staff management availability
- 6 = Funding received, Project ongoing

*Per FY 2016/17 Audited Financials minus first six month expenses FY 2017/18



EL DORADO TRANSIT