



EL DORADO TRANSIT

County of El Dorado
Board of Supervisors Meeting Room
330 Fair Lane, Bldg. A
Thursday, August 1, 2019; 1:00 PM

EL DORADO COUNTY TRANSIT AUTHORITY Regular Meeting

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

- Patty Borelli, Alternate for City Councilmembers
- Lori Parlin, Alternate for Board of Supervisors, District IV

Executive Director: Matthew Mauk

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF AGENDA AND APPROVAL OF CONSENT CALENDAR

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

OPEN FORUM

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

1. <u>CONSENT CALENDAR</u>	<u>PAGE</u>
A. Approve Conformed Minutes of Regular Meeting June 6, 2019	4
B. Receive and File May and June 2019 Check Registers	8
C. Receive and File May and June 2019 Ridership Reports	12

1.	<u>CONSENT CALENDAR CONTINUED</u>	<u>PAGE</u>
	D. 1. Adopt Resolution No. 19-22 Authorizing the Executive Director to Execute All Documents for the California State of Good Repair Program	18
	2. Adopt Resolution No. 19-23 Authorizing the California State of Good Repair Project List	
	E. Approve funding Operating Reserve utilizing Bike Locker, Advertising and Miscellaneous revenue accounts for fiscal year 2018/19	22
	F. Adopt Resolution No. 19-24 acknowledging the El Dorado County Transit Authority approval of the amended joint powers agreement establishing the California Transit Systems Joint Powers Insurance Authority and authorizing the Executive Director to execute the amended agreement	24
	G. Adopt Capital Improvement Plan Project 20-05 for Vehicle Replacement	48
	H. 1. Award construction contract for Capital Improvement Plan Project #19-02 Pollock Pines Safeway Bus Stop Improvements to lowest responsive, responsible bidder, consistent with the bid documents and basis of award.	51
	2. Approve Purchase Order No. 25210 issued to B&M Builders in the amount of \$92,430 for the construction of the Pollock Pines Safeway Bus Stop Improvements project	
	3. Authorize the Executive Director to execute the construction contract and related documents, including change order authority, necessary to complete the Capital Improvement Plan Project #19-02 provided that the contract costs do not exceed the approved Capital Improvement Plan project budget	
	I. 1. Approve the revised Capital Improvement Plan Project #19-04 Budget to include the installation of Connect Card equipment	62
	2. Approve Purchase Order No. 25209 in the amount of \$91,880 issued to Init for purchase and installation of Connect Card equipment on eleven (11) demand response buses and vans	
	3. Authorize the Executive Director to execute all documents including change order authority, necessary to complete the revised Capital Improvement Plan Project #19-04 provided that the project does not exceed the revised Capital Improvement Plan project budget	
2.	<u>ACTION ITEMS</u>	
	A. Receive and File El Dorado County Transit Authority Workers Compensation Trending Report	72

3. INFORMATION ITEMS

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A. 2019 Fair Shuttle Ridership

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EXECUTIVE DIRECTOR REPORT *

BOARD MEMBER COMMENTS *

RECESS TO CLOSED SESSION

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

Closed Personnel Session Pursuant to Government Code Section 54954.5 PUBLIC EMPLOYMENT Title: Executive Director

RECONVENE TO OPEN SESSION AND CLOSED SESSION REPORTS

ADJOURNMENT

* Verbal Report

NEXT REGULARLY SCHEDULED
EL DORADO COUNTY TRANSIT AUTHORITY BOARD MEETING
Thursday, September 5, 2019 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



EL DORADO TRANSIT

County of El Dorado
Board of Supervisors Meeting Room
330 Fair Lane, Bldg. A
Thursday, June 6, 2019; 1:00 PM

EL DORADO COUNTY TRANSIT AUTHORITY Conformed Minutes

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

- Patty Borelli, Alternate for City Councilmembers
- Lori Parlin, Alternate for Board of Supervisors, District IV

Executive Director: Matthew Mauk

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chair Acuna called the meeting to order at 1:02 PM and the pledge of allegiance was recited.

ROLL CALL

Directors Present: Mark Acuna, Shiva Frentzen, John Hidahl, Kara Taylor, 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 with no changes.

M/S: Frentzen/Hidahl
Ayes: Acuna, Frentzen, Hidahl, Taylor, Veerkamp

OPEN FORUM

None

1. CONSENT CALENDAR

- A.** Approve Conformed Minutes of Regular Meeting May 2, 2019
- B.** Receive and File April 2019 Check Register
- C.** Receive and File April 2019 Ridership Report
- D.** Adopt Resolution No. 19-17 Authorizing Financial Transactions by Elected Officers and Newly Appointed Executive Director
- E.**
 - 1.** Adopt Resolution No. 19-19 Identifying Fuel as Exempt from Competitive Bidding and Authorizing the Executive Director to Procure Fuel from Outside Vendors
 - 2.** Approve Blanket Purchase Order No. B25008 issued to Dawson Oil Company in the amount of \$820,000 for Fiscal Year 2019/20
 - 3.** Approve Blanket Purchase Order No. B25013 issued to Hunt & Sons, Inc. in the amount of \$90,000 for fiscal year 2019/20
- F.**
 - 1.** Approve Purchase Order 25004 issued to the California Transit Indemnity Pool in the amount of \$575,000 for Liability
 - 2.** Approve Purchase Order 25005 issued to the California Transit Indemnity Pool in the amount of \$25,000 for Physical Damage
 - 3.** Approve Purchase Order 25006 issued to the California Transit Indemnity Pool in the amount of \$18,000 for Employment Practices Liability
 - 4.** Approve Purchase Order 25024 issued to the Special District Risk Management Authority in the amount of \$225,000
- G.** Approve Charter Rate of \$170.00 per Hour for Fiscal Year (FY) 2019/20
- H.** Adopt Resolution No. 19-18 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 2018/19
- I.** Receive and file the final Triennial Performance Audit of the El Dorado County Transit Authority for Fiscal Years 2015/16 through 2017/18
- J.** Final ratification of the Executive Director Employment Contract approved May 2, 2019

K. 1. Approve Purchase Order No. 24277 in the amount of \$485,609.00 issued to Gillig LLC. for the acquisition of One (1) 35 Foot Low Floor Clean Diesel Transit Bus

2. Authorize Executive Director to execute all documents related to this purchase within the approved Capital Improvement Plan Project 18-04 Budget

2. ACTION ITEMS

- A.** 1. Open Public Hearing
2. Accept Public Comment
3. Close Public Hearing
4. Adopt Resolution No. 19-20 for the Final Operating Budget for Fiscal Year 2019/20

Action: Open Public Hearing, Accept Public Comment, Close Public Hearing and Adopt Resolution No. 19-20 for the Fiscal Year 2019/20 Final Operating Budget

M/S: Hidahl/Taylor

Ayes: Acuna, Frentzen, Hidahl, Taylor, Veerkamp

- B.** 1. Open Public Hearing
2. Accept Public Comment
3. Close Public Hearing
4. Adopt Final Capital Improvement Plan and Resolution No. 19-21 for the Final Capital Budget for Fiscal Year 2019/20

Action: Open Public Hearing, Accept Public Comment, Close Public Hearing and Adopt Resolution No. 19-21 for the Fiscal Year 2019/20 Final Capital Improvement Plan and Capital Budget

M/S: Veerkamp/Taylor

Ayes: Acuna, Frentzen, Hidahl, Taylor, Veerkamp

- C.** 1. Adopt Resolution No. 19-16 approving the appointment of Mindy Jackson as extra-help and waiving the 180 day waiting period

2. Authorize the Chair to sign the draft, limited duration employment agreement with Mindy Jackson to provide guidance on special issues for the incoming Executive Director

Action:

1. Adopt Resolution No. 19-16 approving the appointment of Mindy Jackson as extra-help and waiving the 180 day waiting period

2. Authorize the Chair to sign the draft, limited duration employment agreement with Mindy Jackson to provide guidance on special issues for the incoming Executive Director

M/S: Frentzen/Hidahl
Ayes: Acuna, Frentzen, Hidahl, Taylor, Veerkamp

3. INFORMATION ITEMS

A. El Dorado County Fair Free Shuttle flyer

EXECUTIVE DIRECTOR REPORT *

BOARD MEMBER COMMENTS *

RECESS TO CLOSED SESSION

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

Closed Personnel Session Pursuant to Government Code Section 54954.5 PUBLIC EMPLOYMENT Title: Executive Director

Recessed to Closed Session at 1:28 PM

RECONVENE TO OPEN SESSION AND CLOSED SESSION REPORTS

Reconvene to Open Session at 1:45 PM. No report out.

ADJOURNMENT

Chairperson Acuna adjourned the meeting at 1:45 PM. The next regularly scheduled meeting is Thursday, August 1, 2019.

* Verbal Report

Respectfully Submitted,

Megan Wilcher
Secretary to the Board

AGENDA ITEM 1 B
Consent Item

MEMORANDUM

DATE: August 1, 2019
TO: El Dorado County Transit Authority
FROM: Julie Petersen, Finance Manager
SUBJECT: Receive and File May and June 2019 Check Registers

REQUESTED ACTION:

BY MOTION,

Receive and File May and June 2019 Check Registers

BACKGROUND

The following check registers include routine transactions for the months of May and June 2019. These expenditures fall within budgets adopted by the El Dorado County Transit Authority Board of Directors.

DISCUSSION

Three (3) items merit further detail;

Check #106 – PIPO Communications, Inc.....\$33,064.77
This check pays the obligation for Radio System equipment radios using California Transit Security Grant Program-California Transit Assistance Funds (CTSGP-CTAF) funds; CIP Project #18-06.

Check #1006 – City of Placerville.....\$71,879.84
This warrant pays the obligation for Progress Payment #10 for costs associated with the Western Placerville Interchange (WPI) project using Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) funds; CIP Project #12-06.

Check #33245 – CTA Engineering & Surveying.....\$5,317.50
This warrant pays the obligation for the County Line Transit Center Study using Local Transportation Funds (LTF).

EL DORADO COUNTY TRANSIT AUTHORITY

Check Register May through June 2019

Date	Num	Name	Memo	Amount
05/01/2019	33160	DAWSON OIL	Fuel Purchases - April 2019	60,533.89
05/01/2019	33161	OPERATING ENGINEERS - MEDICAL	Medical Premium - May 2019	56,749.00
05/03/2019	EFT TRANS	CalPERS - HEALTH BENEFIT SERVICE DIVISION	Health Premium - May 2019	38,484.49
05/07/2019	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #9 SUPP.	8,495.36
05/08/2019	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY DATE May 3, 2019	4,014.28
05/08/2019	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #9	11,394.41
05/08/2019	33162	A-Z BUS SALES	VOID: EL244	0.00
05/08/2019	33163	ABSOLUTE GLASS INC	Windshield Repairs	306.81
05/08/2019	33164	ADM SCREENING	Random & Pre-Employ Screening April 2019	1,100.00
05/08/2019	33165	ADVANCED GASES AND EQUIPMENT INC	Nitrogen Gas & Regulator-Shop Use Supplies	1,054.25
05/08/2019	33166	AFTERMARKET PARTS CO LLC	Parts & Supplies	1,145.24
05/08/2019	33167	AMERICAN HERITAGE LIFE INSURANCE COMPANY	Employee Paid Premium - May 2019	110.46
05/08/2019	33168	BUS & EQUIPMENT REPAIR OF CA	Parts & Supplies	596.27
05/08/2019	33169	C & H MOTOR PARTS	Parts & Supplies	495.96
05/08/2019	33170	CAPITOL CLUTCH & BRAKE	Parts & Supplies	1,770.55
05/08/2019	33171	CELL ENERGY	Vehicle Batteries	134.33
05/08/2019	33172	CITY OF PLACERVILLE	Livescan Fee - 2	40.00
05/08/2019	33173	CUMMINS PACIFIC LLC	Parts & Supplies	4,192.60
05/08/2019	33174	EL DORADO DISPOSAL	Monthly Utilities	307.54
05/08/2019	33175	FACTORY MOTOR PARTS	Parts & Supplies	461.23
05/08/2019	33176	FASTENAL	Parts & Supplies	1,026.29
05/08/2019	33177	FLEMING DISTRIBUTING CO.	Parts & Supplies	625.59
05/08/2019	33178	G & O BODY SHOP INC	Towing	987.50
05/08/2019	33179	GILLIG LLC	Parts & Supplies	15,692.62
05/08/2019	33180	J. C. NELSON SUPPLY CO.	Janitorial Supplies	166.58
05/08/2019	33181	LANGUAGE LINE SERVICES INC	Interpreter Service-April 2019	7.53
05/08/2019	33182	MAG LANDSCAPING INC	April 2019 - Landscaping Service	690.00
05/08/2019	33183	MOUNTAIN DEMOCRAT INC	Public Notice-Budget	25.00
05/08/2019	33184	PACIFIC GAS & ELECTRIC	Monthly Utilities	2,977.94
05/08/2019	33185	PIPO COMMUNICATIONS	VOID: ELD 05	0.00
05/08/2019	33186	PLACERVILLE RADIOLOGY MEDICAL GROUP, INC.	Radiologic Exam	41.00
05/08/2019	33187	QUILL	Misc. Office Supplies	374.08
05/08/2019	33188	RTS IT INC	RTS ITCare-Gold Service Plan	4,592.50
05/08/2019	33189	SIERRA NEVADA TIRE & WHEEL	Parts & Supplies	2,602.57
05/08/2019	33190	STATE WATER RESOURCES CONTROL BOARD	Annual Fee for 4/1/19-3/31/20	1,400.00
05/08/2019	33191	SUN LIFE FINANCIAL	Life/LTD - May 2019	2,989.70
05/08/2019	33192	TK SERVICES INC	Parts & Supplies	2,458.12
05/08/2019	33193	TOWN CENTER EAST LP	Lease Pymt for May 2019 P&R	700.00
05/08/2019	33194	TRANSIT MARKETING LLC	Local System Map Updates	242.50
05/08/2019	33195	TRUE VALUE HARDWARE	Parts & Supplies	180.77
05/08/2019	33196	VALLEY POWER SYSTEMS	Sensor Ass'y #1004	231.06
05/08/2019	33197	WESTERN TRUCK PARTS LLC	Parts & Supplies	251.43
05/08/2019	33198	XEROX FINANCIAL SERVICES	Lease Payment-May 2019	774.35
05/08/2019	33199	A-Z BUS SALES	Parts & Supplies	1,667.29
05/08/2019	33200	GILLIG LLC	Parts & Supplies	3,084.78
05/08/2019	33201	AT&T / CALNET 3	Monthly Utilities	416.90
05/08/2019	33202	HANGTOWN FIRE CONTROL INC	Annual Wet Pipe Sprinkler Inspection	2,061.95
05/08/2019	33203	NORTH MACHINE SHOP	SQ Tubing - Shop	85.80
05/10/2019	33204	AUTOZONE	Parts & Supplies	479.57
05/10/2019	33205	GCR TIRES & SERVICE	Tires	4,439.53
05/10/2019	33206	HOLT OF CALIFORNIA	Parts & Supplies	420.54
05/10/2019	33207	MISSION UNIFORM SERVICE	Towel, Mats, Uniforms	269.19
05/10/2019	33208	SIERRA STITCH FACTORY	New Driver Uniforms-1 Emp	37.54
05/10/2019	33209	RON DUPRATT FORD	Parts & Supplies	4,113.83
05/10/2019	33210	CDW GOVERNMENT	Griffin Tablet Cases - 5	378.97
05/10/2019	33211	VERIZON WIRELESS	Cellular & Wifi Service - April 2019	3,253.97
05/10/2019	33212	KINETICO WATER OF PLACERVILLE	Filtered Water Rental for May 2019	42.90
05/10/2019	33213	PRO-LINE CLEANING SERVICES INC	Janitorial Services - April 2019	900.00
05/10/2019	33214	O'REILLY AUTO PARTS	Parts & Supplies	742.01
05/10/2019	33215	RIEBES AUTO PARTS	Parts & Supplies	51.74
05/10/2019	33216	ABSOLUTE GLASS INC	VOID: Repair #1009	0.00
05/15/2019	106	PIPO COMMUNICATIONS	Radio System CIP #18-06	33,064.77
05/15/2019	33217	AFLAC	Employee Paid Premiums - May 2019	2,037.54
05/15/2019	33218	EDC FAIR ASSOCIATION, INC.	Fair Grounds P & R Lease 2019	150.00
05/15/2019	33219	EDC HHSA-PUBLIC HEALTH DIVISION	Pre-Employment PPD Testing & Eval-1 Emp	108.00
05/15/2019	33220	EMP. MISC. REIMBURSEMENT	Travel Reimb. - CP	131.57
05/15/2019	33221	EMPLOYMENT DEVELOPMENT DEPARTMENT	Reimbursable Account	147.95

EL DORADO COUNTY TRANSIT AUTHORITY

Check Register May through June 2019

Date	Num	Name	Memo	Amount
05/15/2019	33222	GIRARD & EDWARDS	Legal Counsel - April 2019	7,543.50
05/15/2019	33223	QUILL	Misc. Office Supplies	214.44
05/15/2019	33224	RTS IT INC	On-Board Camera	140.00
05/15/2019	33225	STATE OF CA - DEPT OF JUSTICE	Fingerprints, Investigations-Apps & FBI-04/19	147.00
05/15/2019	33226	VIPER PEST CONTROL INC	Bi-Monthly Pest Control-#6565	60.00
05/15/2019	33227	VISA	Reimbursable Charges	8,810.75
05/15/2019	33228	WOLFPACK INSURANCE SERVICES, INC.	Vision/Dental - June 2019	4,771.50
05/15/2019	33229	EDC FAIR ASSOCIATION, INC.	Group Fair Tickets	474.00
05/15/2019	33230	OPERATING ENGINEERS LOCAL UNION #3	Union Dues - May 2019	1,950.00
05/17/2019	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY DATE MAY 17, 2017	4,071.94
05/17/2019	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #10	11,132.80
05/17/2019	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #10 SUPP.	8,589.64
05/30/2019	33231	AT&T MOBILITY	Monthly Utilities	186.32
05/30/2019	33232	CAL.NET	MAY 2019 CAMERA SERVICE	176.92
05/30/2019	33233	COMCAST	High Speed Cable Internet-May 2019	243.08
05/30/2019	33234	DIAMOND SPRINGS PRINTING & GRAPHICS	Business Cards - MM	64.30
05/30/2019	33235	EL DORADO IRRIGATION DISTRICT	Monthly Utilities	670.56
05/30/2019	33236	EMP. MISC. REIMBURSEMENT	VOID: UNIFORM REIMBURSEMENT - S. KUBAT	0.00
05/30/2019	33237	GLOBAL DATA VAULT LLC	Monthly Cloud Service	300.00
05/30/2019	33238	IMAGE SOURCE	Monthly Utilities	1,689.75
05/30/2019	33239	UPS	Misc. Shipping	17.82
05/30/2019	33240	EMP. MISC. REIMBURSEMENT	UNIFORM REIMBURSEMENT - SK	50.00
05/30/2019	33241	EMP. MISC. REIMBURSEMENT	Travel Reimbursement - AK	180.82
05/30/2019	33242	EMP. MISC. REIMBURSEMENT	Travel Reimbursement - MH	55.10
05/30/2019	33243	PACIFIC GAS & ELECTRIC	Monthly Utilities	437.19
05/30/2019	33244	HUNT & SONS INC	Fuel Charges - May 2019	11,296.85
06/04/2019	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY DATE MAY 31, 2019	7,966.39
06/05/2019	EFT TRANS	CalPERS - HEALTH BENEFIT SERVICE DIVISION	Medical Premium - June 2019	37,689.49
06/05/2019	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #11	11,419.28
06/05/2019	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #11 SUPP.	8,639.04
06/06/2019	1006	CITY OF PLACERVILLE	WPI - Progress Payment #10	71,879.84
06/06/2019	33245	CTA ENGINEERING & SURVEYING	Pollock Pines Bus Stop Thru; April 30, 2019	5,317.50
06/06/2019	33246	DAWSON OIL	May 2019 - Fuel	62,359.80
06/06/2019	33247	GCR TIRES & SERVICE	Vehicle Tires	5,183.42
06/06/2019	33248	GILLIG LLC	Parts & Supplies	13,486.28
06/06/2019	33249	OPERATING ENGINEERS - MEDICAL	Health Premium - June 2019	53,361.00
06/06/2019	33250	A-Z BUS SALES	Parts & Supplies	348.78
06/06/2019	33251	ABSOLUTE GLASS INC	Windshield Repairs	245.00
06/06/2019	33252	ADVANCED GASES AND EQUIPMENT INC	Wire - Shop	31.22
06/06/2019	33253	AFTERMARKET PARTS CO LLC	Parts & Supplies	4,287.95
06/06/2019	33254	AMERICAN HERITAGE LIFE INSURANCE COMPANY	Employee Paid Premium - June 2019	110.46
06/06/2019	33255	ARNOLDS FOR AWARDS	Retirement Plaque, Name Plate	221.16
06/06/2019	33256	AT&T / CALNET 3	Monthly Utilities	416.90
06/06/2019	33257	AUTOZONE	Parts & Supplies	873.74
06/06/2019	33258	C & H MOTOR PARTS	Parts & Supplies	546.60
06/06/2019	33259	CAPITOL CLUTCH & BRAKE	Parts & Supplies	560.67
06/06/2019	33260	CELL ENERGY	Fleet Batteries	298.86
06/06/2019	33261	EDC FAIR ASSOCIATION, INC.	Park & Ride Lease - June 2019	112.50
06/06/2019	33262	EL DORADO DISPOSAL	Monthly Utilities	307.54
06/06/2019	33263	FACTORY MOTOR PARTS	Parts & Supplies	1,463.21
06/06/2019	33264	FLEMING DISTRIBUTING CO.	Lubricants	397.73
06/06/2019	33265	HOLT OF CALIFORNIA	Parts & Supplies	91.38
06/06/2019	33266	KINETICO WATER OF PLACERVILLE	Filtered Water Rental for June 2019	42.90
06/06/2019	33267	LANGUAGE LINE SERVICES INC	Interpreter Service-May 2019	7.53
06/06/2019	33268	MAG LANDSCAPING INC	May 2019 - Landscaping Service	690.00
06/06/2019	33269	MISSION UNIFORM SERVICE	Towel, Mats, Uniforms	285.10
06/06/2019	33270	PATRIDGE TIRES AND SERVICE	3-Axle Alignments	910.00
06/06/2019	33271	QUILL	Misc. Office Supplies	188.72
06/06/2019	33272	RAMOS ENVIRONMENTAL SERVICES	Used Oil Pick Up	1,074.91
06/06/2019	33273	RESCO PRINTING	Local Service Guides-Qty 3,000	2,724.15
06/06/2019	33274	RIEBES AUTO PARTS	Parts & Supplies	309.55
06/06/2019	33275	RTS IT INC	Gold Service Plan - June 2019	4,592.50
06/06/2019	33276	SIERRA STITCH FACTORY	New Driver Uniforms-5 Emp	572.71
06/06/2019	33277	SUN LIFE FINANCIAL	Life/LTD - June 2016 Coverage	3,068.55
06/06/2019	33278	TERRIE Y. PRODHON	VOID: 226-00M	0.00
06/06/2019	33279	TESSCO INC	Wiring Supplies	213.46
06/06/2019	33280	TK SERVICES INC	Parts & Supplies	166.11

EL DORADO COUNTY TRANSIT AUTHORITY

Check Register

May through June 2019

Date	Num	Name	Memo	Amount
06/06/2019	33281	TOWN CENTER EAST LP	Lease Pymt for June 2019 P&R	700.00
06/06/2019	33282	TRUE VALUE HARDWARE	Parts & Supplies	68.39
06/06/2019	33283	UPS	Misc. Shipping	14.07
06/06/2019	33284	VALLEY POWER SYSTEMS	Parts & Supplies	511.97
06/06/2019	33285	VERIZON WIRELESS	Cellular & Wifi Service - May 2019	3,331.56
06/06/2019	33286	WESTERN TRUCK PARTS LLC	Parts & Supplies	585.74
06/06/2019	33287	XEROX FINANCIAL SERVICES	Lease Payment-June 2019	774.35
06/06/2019	33288	TERRIE Y. PROD'HON	CPA Services - May 2019	73.76
06/07/2019	107	TALLEY INC	Antennas & Mounting Clips for Radio System	229.37
06/07/2019	33290	BUS & EQUIPMENT REPAIR OF CA	Parts & Supplies	1,645.45
06/07/2019	33291	CALIFORNIA STEAM INC	Service/Filtration System	616.89
06/07/2019	33292	O'REILLY AUTO PARTS	Parts & Supplies	1,042.28
06/07/2019	33293	OPERATING ENGINEERS - MEDICAL	Health Premiums - June 2019	770.00
06/07/2019	33294	PACIFIC GAS & ELECTRIC	Monthly Utilities	2,800.10
06/07/2019	33295	ROMAINE ELECTRIC	New Alt 24v	1,091.72
06/07/2019	33296	RON DUPRATT FORD	Parts & Supplies	2,624.35
06/13/2019	33297	ADM SCREENING	Random & Pre-Employ Screening May 2019	715.00
06/13/2019	33298	AFLAC	Employee Paid Premiums - June 2019	1,358.36
06/13/2019	33299	AT&T / CALNET 3	Monthly Utilities	106.29
06/13/2019	33300	BROWER MECHANICAL INC	A/C Repair / Server Room	465.00
06/13/2019	33301	CAMPORA PROPANE	Fill Shop Propane Tank	18.65
06/13/2019	33302	DELL MARKETING L.P.	Misc. Computer Components	38.55
06/13/2019	33303	EDC HHSA-PUBLIC HEALTH DIVISION	Pre-Employment PPD Testing & Eval-1 Emp	72.00
06/13/2019	33304	EDC RISK MANAGEMENT	Health Insurance May, June - 2019	4,658.20
06/13/2019	33305	EMP. MISC. REIMBURSEMENT	DMV Exam - TH	75.00
06/13/2019	33306	MOUNTAIN DEMOCRAT INC	Recruit - Custodian May 2019	175.19
06/13/2019	33307	OPERATING ENGINEERS LOCAL UNION #3	Union Dues - June 2019	1,850.00
06/13/2019	33308	PETTY CASH	Petty Cash - KM	110.09
06/13/2019	33309	PRO-LINE CLEANING SERVICES INC	Janitorial Services - May 2019	900.00
06/13/2019	33310	QUILL	Misc. Office Supplies	415.43
06/13/2019	33311	STATE OF CA - DEPT OF JUSTICE	Fingerprints, Investigations-Apps & FBI-05/19	147.00
06/13/2019	33312	UNITED TEXTILE	Gloves-Shop Use	255.26
06/13/2019	33313	WOLFPACK INSURANCE SERVICES, INC.	Dental & Vision Premiums July 2019	4,372.60
06/13/2019	33314	EMP. MISC. REIMBURSEMENT	DMV Testing ES	78.00
06/13/2019	33315	EMP. MISC. REIMBURSEMENT	VOID: DMV Testing TVD	0.00
06/13/2019	33316	EMP. MISC. REIMBURSEMENT	DMV Testing TVD	78.00
06/17/2019	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY DATE JUNE 14, 2019	3,930.92
06/17/2019	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #12	11,411.96
06/17/2019	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #12 SUPP.	8,339.99
06/19/2019	33317	ACCESS SYSTEMS INC	PVC Cards for Badges	555.89
06/19/2019	33318	ARNOLDS FOR AWARDS	EOM Engraving - June	12.50
06/19/2019	33319	CREATIVE BUS SALES	2018 Ford Lease VIN#75727	4,504.50
06/19/2019	33320	EL DORADO IRRIGATION DISTRICT	Monthly Utilities	111.18
06/19/2019	33321	G & O BODY SHOP INC	Tow #1607	600.00
06/19/2019	33322	IMAGE SOURCE	Copier Service	1,379.41
06/19/2019	33323	TOLAR MFG CO INC	Shelter Damage Parts	503.55
06/19/2019	33324	VISA	Reimbursable Charges	5,646.31
06/20/2019	33325	RTS IT INC	HYPERV22 Server Replacement	2,050.00
				726,061.18

AGENDA ITEM 1 C
Consent Item

MEMORANDUM

DATE: August 1, 2019

TO: El Dorado County Transit Authority

FROM: Brian James, Planning and Marketing Manager

SUBJECT: May and June 2019 Ridership Reports

REQUESTED ACTION:
BY MOTION,

Receive and File the May and June 2019 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 May and June 2019 monthly ridership tables comparing the current fiscal year to the previous fiscal year.

May Ridership

May 2019	May 2018	Increase	% Increase
32,934	32,406	528	1.6%

In May, Demand Response ridership decreased by 1.1%, Local Fixed Route ridership increased by 1.3%, and Commuter ridership increased by 2.9%.

June Ridership

June 2019	June 2018	Decrease	% Decrease
28,085	28,485	400	1.4%

In June, Demand Response ridership decreased by 5.7%, Local Fixed Route ridership decreased by 3.3%, and Commuter ridership increased by 1.9%.

Following is the fiscal year-to-date ridership report comparing the current fiscal year to the previous fiscal year, and the May and June 2019 ridership reports.

Connect Card ridership is recorded each 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 14,704 taps or 44.6% of all ridership in May 2019, and 12,719 taps or 45.6% of all ridership in June 2019. 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 2018 to June 2019

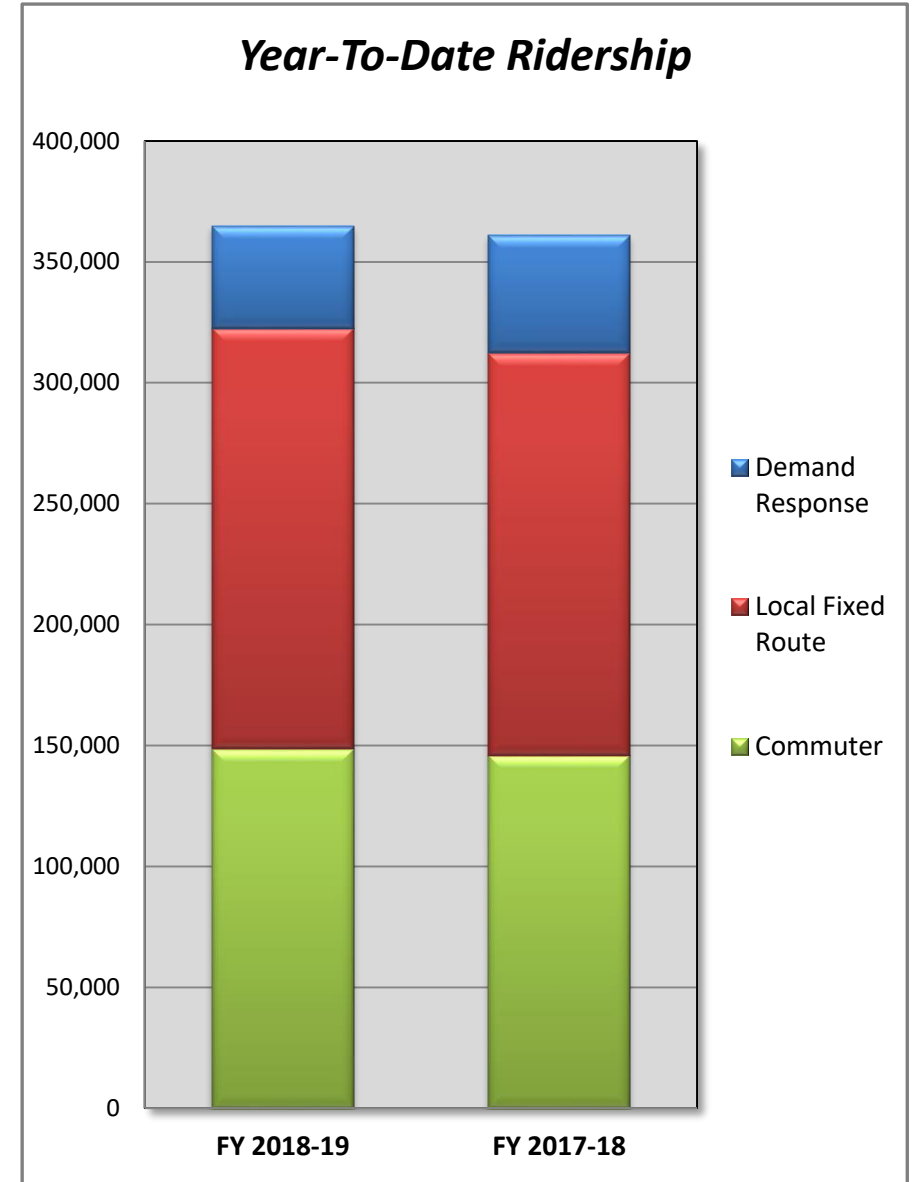


Demand Response	FY 2018-19	FY 2017-18	% Change
Dial-a-Ride	16,817	18,967	-11.3%
Sac-Med	344	527	-34.7%
ADA Paratransit	786	767	2.5%
M.O.R.E.*	18,702	21,843	-14.4%
Senior Day Care*	5,906	6,565	-10.0%
Total Demand Response	42,555	48,669	-12.6%

Local Fixed Route	FY 2018-19	FY 2017-18	% Change
20 - Placerville	43,373	44,657	-2.9%
25 - Saturday Express	4,565	4,947	-7.7%
30 - Diamond Springs	28,931	25,351	14.1%
35 - Diamond Springs Saturday	1,319	1,133	16.4%
40 - Cameron Park	13,400	12,608	6.3%
50x - 50 Express	41,865	36,721	14.0%
60 - Pollock Pines	37,379	37,401	-0.1%
70 - El Dorado Hills	3,046	3,641	-16.3%
Total Local Fixed Route	173,878	166,459	4.5%

Commuter	FY 2018-19	FY 2017-18	% Change
Sacramento Commuter	147,658	145,281	1.6%
Reverse Commuter	789	592	33.3%
Total Commuter	148,447	145,873	1.8%

Systemwide	FY 2018-19	FY 2017-18	% Change
	364,880	361,001	1.1%



*Contracted Services - Ridership Determined by Client Enrollment

May 2019 Ridership Report

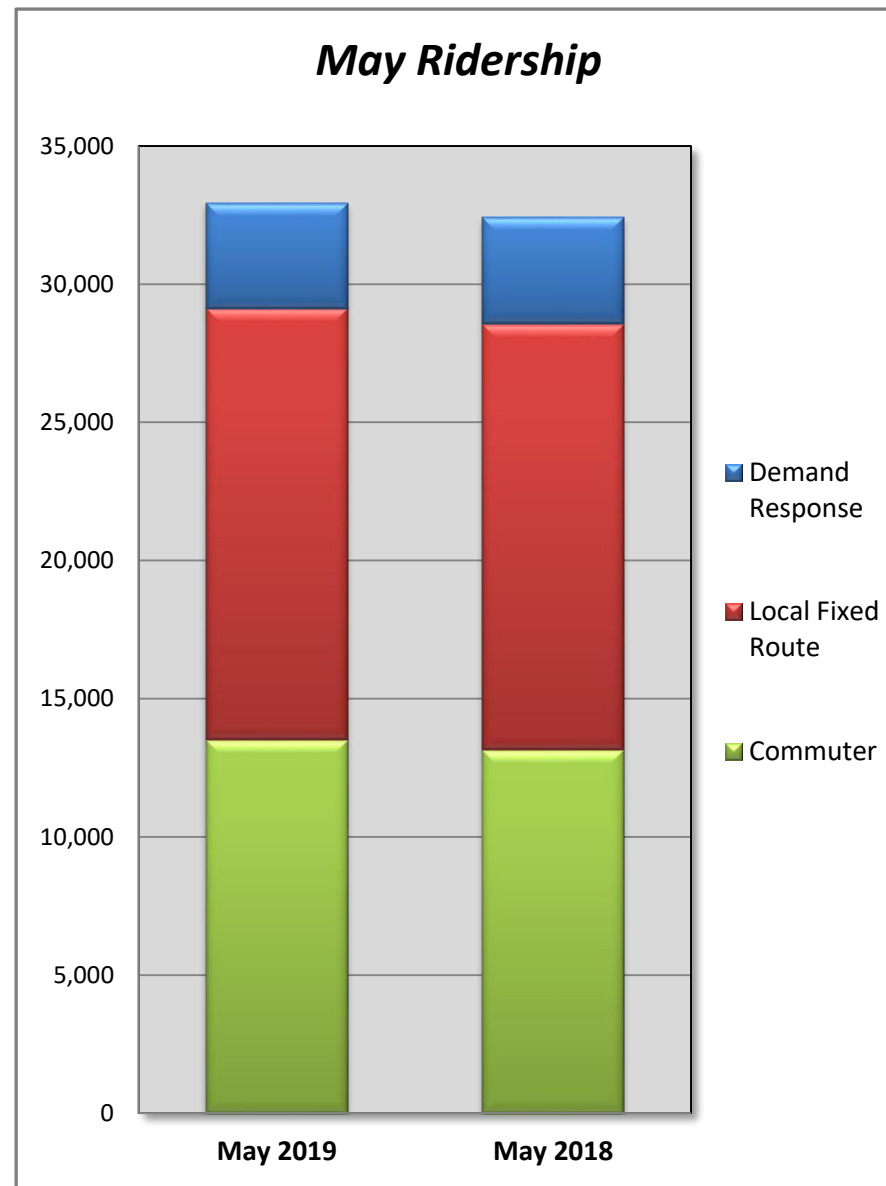


Demand Response	May 2019	May 2018	% Change
Dial-a-Ride	1,557	1,538	1.2%
Sac-Med	28	45	-37.8%
ADA Paratransit	77	54	42.6%
M.O.R.E.*	1,657	1,701	-2.6%
Senior Day Care*	496	520	-4.6%
Total Demand Response	3,815	3,858	-1.1%

Local Fixed Route	May 2019	May 2018	% Change
20 - Placerville	3,630	3,991	-9.0%
25 - Saturday Express	362	355	2.0%
30 - Diamond Springs	2,728	2,542	7.3%
35 - Diamond Springs Saturday	114	119	-4.2%
40 - Cameron Park	1,279	1,233	3.7%
50x - 50 Express	3,694	3,429	7.7%
60 - Pollock Pines	3,585	3,344	7.2%
70 - El Dorado Hills	211	396	-46.7%
Total Local Fixed Route	15,603	15,409	1.3%

Commuter	May 2019	May 2018	% Change
Sacramento Commuter	13,440	13,088	2.7%
Reverse Commuter	76	51	49.0%
Total Commuter	13,516	13,139	2.9%

Systemwide	May 2019	May 2018	% Change
	32,934	32,406	1.6%



*Contracted Services - Ridership Determined by Client Enrollment

June 2019 Ridership Report

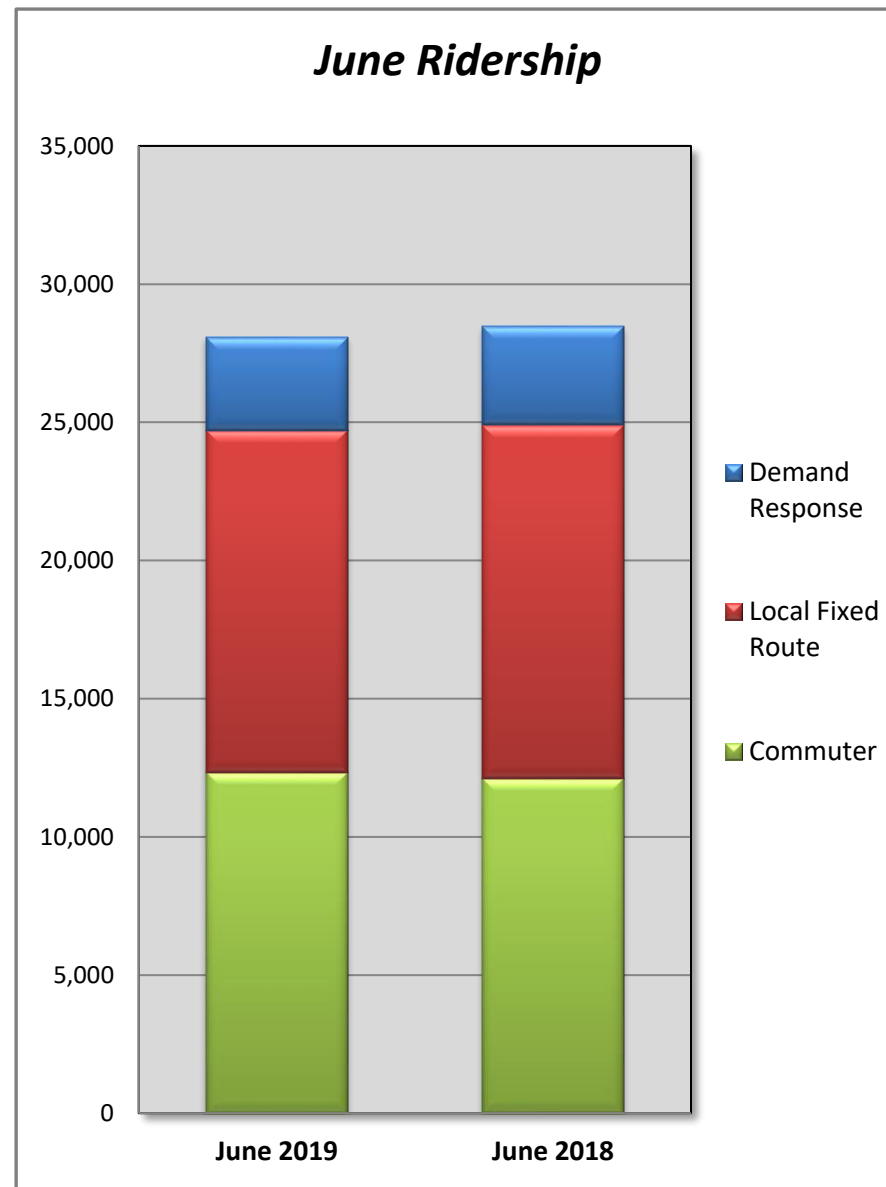


Demand Response	June 2019	June 2018	% Change
Dial-a-Ride	1,378	1,476	-6.6%
Sac-Med	22	17	29.4%
ADA Paratransit	86	72	19.4%
M.O.R.E.*	1,428	1,506	-5.2%
Senior Day Care*	460	507	-9.3%
Total Demand Response	3,374	3,578	-5.7%

Local Fixed Route	June 2019	June 2018	% Change
20 - Placerville	3,189	3,353	-4.9%
25 - Saturday Express	430	428	0.5%
30 - Diamond Springs	1,701	1,581	7.6%
35 - Diamond Springs Saturday	115	119	-3.4%
40 - Cameron Park	1,113	1,146	-2.9%
50x - 50 Express	2,791	2,855	-2.2%
60 - Pollock Pines	3,040	2,938	3.5%
70 - El Dorado Hills	0	379	-100.0%
Total Local Fixed Route	12,379	12,799	-3.3%

Commuter	June 2019	June 2018	% Change
Sacramento Commuter	12,245	12,045	1.7%
Reverse Commuter	87	63	38.1%
Total Commuter	12,332	12,108	1.9%

Systemwide	June 2019	June 2018	% Change
	28,085	28,485	-1.4%



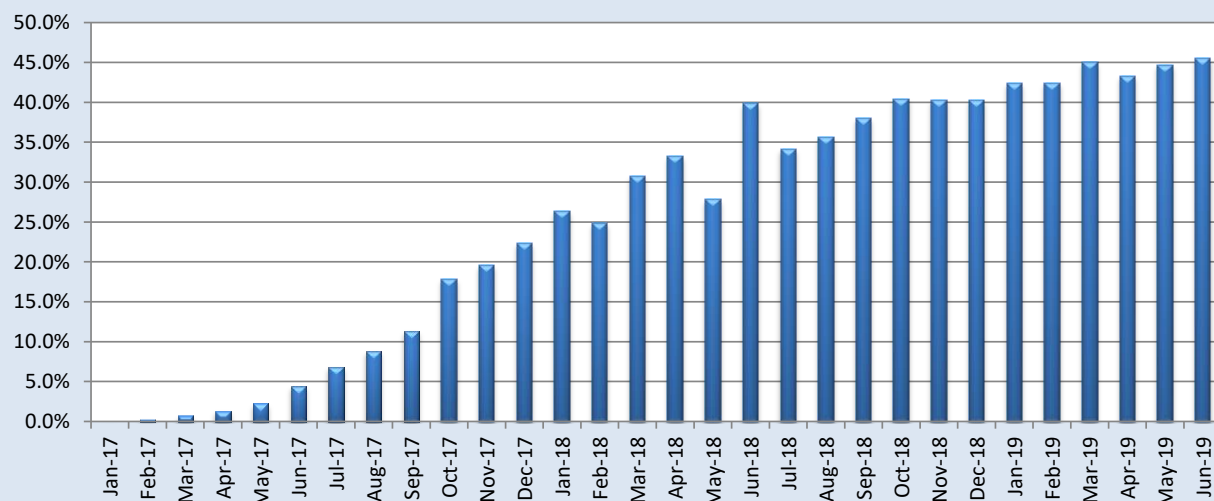
*Contracted Services - Ridership Determined by Client Enrollment

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%
May-18	9,009	32,406	27.8%
Jun-18	11,353	28,485	39.9%
Jul-18	9,381	27,519	34.1%
Aug-18	12,048	33,760	35.7%
Sep-18	11,171	29,408	38.0%
Oct-18	14,614	36,127	40.5%
Nov-18	11,378	28,213	40.3%
Dec-18	10,699	26,580	40.3%
Jan-19	13,300	31,340	42.4%
Feb-19	11,299	26,645	42.4%
Mar-19	14,468	32,158	45.0%
Apr-19	13,885	32,111	43.2%
May-19	14,704	32,934	44.6%
Jun-19	12,719	27,915	45.6%

Connect Card Percent of Total Ridership



AGENDA ITEM 1 D
Consent Item

MEMORANDUM

DATE: August 1, 2019

TO: El Dorado County Transit Authority

FROM: Brian James, Planning and Marketing Manager

SUBJECT: Adopt Resolutions to File and Execute Documents for the Fiscal Year 2019/20 California State of Good Repair Program

REQUESTED ACTION:
BY MOTION,

- 1. Adopt Resolution No. 19-22 Authorizing the Executive Director to Execute All Documents for the California State of Good Repair Program**
- 2. Adopt Resolution No. 19-23 Authorizing the California State of Good Repair Project List**

BACKGROUND

On April 28, 2017 Senate Bill 1 (SB1) known as the Road Repair and Accountability Act of 2017 was signed into law by Governor Brown. SB1 provides new on-going funding under several programs for a variety of transportation purposes. The State of Good Repair (SGR) Program will provide \$105 million annually to transit operators to invest in the upgrade, repair and improvement of their agency's infrastructure. The SGR Program is funded from a Transportation Improvement Fee on vehicle registrations. A portion of this fee will be transferred to the State Controller's Office (SCO) for the SGR Program that will be managed by Caltrans. These funds will be allocated to eligible agencies under the existing State Transit Assistance (STA) Program formula – according to population and farebox revenues. The only eligible entity to receive the direct allocation on the Western Slope is the El Dorado County Transportation Commission (EDCTC). The El Dorado County Transit Authority (El Dorado Transit) is the only transit operator eligible for the sub-allocation of SGR funds on the Western Slope of El Dorado County.

Prior to receiving an apportionment of SGR funds in a given fiscal year, a potential recipient agency must submit to Caltrans a resolution for authorization for the execution of the certifications and assurances and a resolution and list of projects proposed to be funded. Each proposal must include a description and location of the project, a proposed schedule for the project's completion, the estimated useful life of the improvement and description of the project benefits. Caltrans will then establish a list of all agencies that have submitted the required information and are eligible to receive an apportionment of funds.

El Dorado Transit staff is recommending the following projects that are eligible for SGR funding:

1. Primary Project - Preventative Maintenance
Preventative maintenance for revenue vehicles
2. Secondary Project - Replacement of Rolling Stock
Planned replacement of up to two (2) local fixed route buses

DISCUSSION

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

Adoption of these resolutions allows agency staff to move forward with the submittal process for the SGR program. Funds would be spent on the primary project Preventative Maintenance first and the secondary project Replacement of Rolling Stock second. Staff recommends the Board consider the above projects for submission to the EDCTC and authorize the Executive Director to execute all documents for the FY 2019/20 California SB1 State of Good Repair Program.

FISCAL IMPACT

The FY 2019/20 allocation represents an estimated total of \$242,799 for projects that are submitted to the EDCTC for the California SB1 State of Good Repair program.

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 19-22**

**AUTHORIZATION FOR THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES
FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM**

WHEREAS, the El Dorado County Transit Authority is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

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

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

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

WHEREAS, the El Dorado County Transit Authority wishes to delegate authorization to execute these documents and any amendments thereto to Matthew Mauk, Executive Director.

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

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

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board, held on the 1st Day of August 2019, by the following vote of said Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mark Acuna, Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 19-23**

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE EL DORADO COUNTY TRANSIT AUTHORITY
AUTHORIZATION FOR THE EXECUTION OF THE PROJECT LIST
FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM**

WHEREAS, the El Dorado County Transit Authority is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

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

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

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

WHEREAS, the El Dorado County Transit Authority wishes to implement the projects listed on the SGR project list,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the El Dorado County Transit Authority that it hereby authorizes the submittal of the following project nominations to the Department for FY 2019-20 SGR funds:

Project #1: Preventative Maintenance

Project #2: Vehicle Replacement

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board, held on the 1st Day of August, 2019, by the following vote of said Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mark Acuna, Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board

AGENDA ITEM 1 E
Consent Item

MEMORANDUM

DATE: August 1, 2019

TO: El Dorado County Transit Authority

FROM: Julie Petersen, Finance Manager

SUBJECT: Funding of Operating Reserve Fund for FY 2018/19

REQUESTED ACTION:

BY MOTION,

**Approve funding Operating Reserve utilizing Bike Locker,
Advertising and Miscellaneous revenue accounts for fiscal year
2018/19**

BACKGROUND

On August 4, 2011 the El Dorado County Transit Authority (El Dorado Transit) adopted Resolution No. 11-26 establishing a Board-Designated Operating Reserve Policy and Resolution No. 11-27 establishing a designated target level for funding the operating reserve fund. Resolution No. 11-27 set the target fund level at \$1,500,000.00.

On April 5, 2018 the Board adopted resolution No. 18-16 reducing the target level of funding to \$1,000,000.00 using a blended method of \$500,000 held by the El Dorado County Transportation Commission (EDCTC) and the balance held by El Dorado Transit.

The intent of this fund is to create a transparent, stable funding source available to offset unexpected revenue shortfalls or increased expenses. El Dorado Transit, as a Joint Powers Authority (JPA) between the County of El Dorado and the City of Placerville does not have access to “loans” from jurisdictional General Funds or other agency departments.

DISCUSSION

During each Mid-Year Budget Adjustment process, revenue and expenses are analyzed to determine the financial “health” of the agency based on the first six (6) month actual, and projections for the final six (6) months of operations.

Staff is recommending Board approval to designate accounts; 4370.00-Bike Locker Rental, 4400.00-Advertising Income and 4990.00-Misc. Revenue, as sources of non-tax revenue to be used to fund the operating reserve.

FISCAL IMPACT

Actual receipts for these accounts total \$18,055.35 which will be transferred into the operating reserve interest bearing account.

AGENDA ITEM 1 F
Consent Item

MEMORANDUM

DATE: August 1, 2019

TO: El Dorado County Transit Authority

FROM: Matthew Mauk, Executive Director

SUBJECT: Amended Joint Powers Agreement establishing the California Transit Systems Joint Powers Insurance Authority

REQUESTED ACTION:
BY MOTION,

Adopt Resolution No. 19-24 acknowledging the El Dorado County Transit Authority approval of the amended joint powers agreement establishing the California Transit Systems Joint Powers Insurance Authority and authorizing the Executive Director to execute the amended agreement.

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) joined the California Transit Systems Joint Powers Authority (CalTIP or Authority) in 1993 to obtain liability coverage, vehicle physical damage coverage and risk management services through jointly pooling resources with the other transit agencies that are members of the Authority. CalTIP has provided competitive rates and needed risk management services over the years. As were many other self-insurance pools, CalTIP was formed in 1987 during a difficult time for public entities to obtain coverage from the insurance market. Although the difficulty of obtaining insurance from the standard markets eventually waned, the coverage provided by the insurance industry usually was not tailored to the specific needs of the public entities and did not provide the tailored risk management services.

CalTIP was formed with the execution of a joint powers agreement (Agreement) by each of its members. The Agreement was drafted in 1987 and was last amended in May 2011 to align the document with current operations and practices of the Authority at that time. The document has not been updated since then.

DISCUSSION

The current amendments to the Agreement are the result of discussions with CalTIP's Oversight Committee and Board to address CalTIP's ongoing challenges associated with achieving certain

quorum requirements at Board meetings in order to conduct business and to ensure the governing documents align with CalTIP's current practices and procedures.

CalTIP's draft Agreement and Bylaws with changes shown in redline were distributed to all CalTIP members on April 3, 2019, to provide members with time to review the changes, provide comments, and ask questions.

At its April 18th meeting, the CalTIP Board approved submitting the amended Joint Powers Authority Agreement to the Parties for approval. In addition, the CalTIP Board approved the Bylaws as amended to become effective upon approval of the Agreement. While the CalTIP Board has the authority to approve the amendments to the CalTIP Bylaws, because the Agreement makes reference to that document, it has been included for informational purposes.

The Agreement requires adoption by the governing bodies of at least three-fourths (3/4's) of the members of CalTIP, although it is considered optimal to have all members adopt the amended Agreement. The amendments are intended to address ongoing challenges with quorum requirements and provide the CalTIP Board the flexibility and ability to make decisions and carry forth initiatives in a more expeditious manner to the benefit of the organization. Each member, including El Dorado Transit, has representation on the CalTIP Board of Directors and each director has similar interests in the operations of CalTIP because each member is a similar transit operator/agency.

Staff recommends the adoption of Resolution No. 19-24 (attached) acknowledging the El Dorado County Transit Authority approval of the amended Agreement establishing the California Transit Systems Joint Powers Insurance Authority and authorizing the Executive Director to execute the amended Agreement.

FISCAL IMPACT

None.

ATTACHMENTS:

Resolution No. 19-24

Comparison of Amended Joint Powers Agreement (2011) to Current Agreement

Amended CalTIP Joint Powers Agreement, 2019 (redline version)

Amended CalTIP Bylaws, 2019 (redline version)

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 19-24**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE EL DORADO COUNTY
TRANSIT AUTHORITY APPROVING THE AMENDED JOINT POWERS AGREEMENT
FORMING THE CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY**

WHEREAS, on December 9, 1993, by its Resolution No. 93-03, the Board of Directors of the El Dorado County Transit Authority (El Dorado Transit) approved entering into an agreement that provided for the creation of the California Transit Systems Joint Powers Insurance Authority (hereinafter CalTIP) for the purpose of jointly funding tort liabilities and other losses and providing risk management services to reduce such losses; and

WHEREAS, CalTIP has provided El Dorado Transit coverage for such liabilities, including losses to vehicles, at stable and overall cost-effective pricing; and

WHEREAS, the Board of Directors of El Dorado Transit finds it in the best interest of El Dorado Transit to continue its participation in CalTIP and obtain liability coverage and risk management services from CalTIP; and

WHEREAS, the joint powers authority agreement of CalTIP has retained its original form as drafted in 1987 and amended in 2011 and there have been changes in operations of CalTIP since that time; and

WHEREAS, the Board of Directors of El Dorado Transit recognizes the need to amend the CalTIP joint powers authority agreement to enable CalTIP to effectively govern the organization and adapt to changes in the environment in which CalTIP operates, for the purpose of jointly funding tort liabilities and other losses facing the parties to the agreement in the future; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of El Dorado Transit accepts the changes to the joint powers agreement as presented; and

BE IT FURTHER RESOLVED that the Board of Directors authorizes the Executive Director to sign the amended joint powers agreement that shall able El Dorado Transit to continue to participate in the joint self-insurance and risk management programs provided by CalTIP.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF EL DORADO TRANSIT
at a regular meeting of said Board held on the 1st day of August 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mark Acuna, Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board

California Transit Systems Joint Powers Authority
Comparison of JPA Agreements – Current versus Proposed

Current to Proposed:

Current JPA Reference	Changes in Proposed JPA	Proposed JPA Reference
Page 1, Lines 1 - 3	Changing the opening paragraph prior to recitals for clarification purposes.	Page 1, Lines 1 - 3
Page 1, Line 27	Adding language to clarify the amended Agreement will become effective as soon as three-quarters of the current Parties to the Agreement approve the Agreement.	Page 1, Lines 26 - 27
Page 2, Lines 81 - 83	Article IV – Term of Agreement: Adding language to clarify the agreement is effective as amended from time to time.	Page 2, Lines 85 - 87
Page 3, Line 111 - 112	Article VII – Governing Documents: Including language stating the amended Bylaws are attached to the document and noting they will be deemed adopted upon the effective date of the Agreement. (The Board has the authority to adopt the Bylaws; however, because some of the amendments to the Bylaws dovetail with the amendments to the Agreement, the Board adopted the amended Bylaws to become effective upon the effective date of the Agreement). The language was also changed to clarify the Board may amend the Bylaws.	Page 3, Lines 113 - 114
Page 3, Line 130	Article VIII – Responsibilities of the Parties: Clarifying one or more Alternates may be appointed to the Board, which is CalTIP's current practice.	Page 3, Line 134
Page 4, Lines 148 - 154	Article X – Board of Directors: Adding language to maintain consistency regarding appointment of "one or more Alternates" to the Board, referring to the Bylaws for specifics regarding the constitution of the Board of Directors, and removing the specifics from the Agreement.	Page 4, Lines 153 - 154
Page 5, Line 202 - 203	Article XVI – New Parties: Removing the quorum requirement from this section of the Agreement. Specifics regarding the quorum requirement are contained in the amended Bylaws. (The Bylaws require a two-thirds affirmative vote of the Board present and voting).	N/A
Page 6, Lines 221 - 223	Article XVIII – Expulsion: Removing the quorum requirement from this section of the Agreement and referencing the Bylaws. (The Bylaws require a three-fourths vote of the Board present and voting). Adding language to clarify written notice of such action will be provided to the expelled Party at least 90 days prior to the effective date of the expulsion.	Page 6, Lines 220 - 222
N/A	Article XXII – Notices: Adding language stating notices of meetings may be provided via e-mail.	Page 7, Lines 290 - 291
Page 7, Line 303	Article XXV – Amendments: Changing the approval requirement to amend the Agreement from three-fourths of the Parties to two-thirds of the Parties for future amendments.	Page 7, Line 310

CALIFORNIA TRANSIT SYSTEMS

JOINT POWERS AUTHORITY

AMENDED AND RESTATED
JOINT POWERS AUTHORITY AGREEMENT

~~May 2014~~
As Amended 2019

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AMENDED AND RESTATED
JOINT POWERS AUTHORITY AGREEMENT

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This Amended and Restated Joint Powers Agreement ("Agreement") is executed by and among those public entities which are signatories to this Agreement. Such parties shall hereinafter be referred to individually as "Party" or collectively, "Parties."~~This Agreement is executed in the State of California by and among those public entities which are parties signatory to this Agreement. All parties signatory to this Agreement shall hereinafter be called "Party" [collectively "Parties"].~~

RECITALS

Whereas, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public entities, by agreement, to exercise jointly powers common to the contracting parties; and

Whereas, it is the mutual benefit of the Parties and in the public interest that the Parties join together to provide:

- Pooling of their self-insured losses caused by injury to, or disease of, a person or damage to property;
- Sharing the cost of excess insurance or reinsurance, if any, or pooling with other joint powers authorities or public entity pooling arrangement; and
- Sharing the administration of the Authority created by this document.

Whereas, each Party desires to enter into this Agreement with each of the other Parties for the purpose of joint risk sharing and/or insuring against various risk of loss jointly, rather than individually;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

This amended Agreement replaces and restates in its entirety the ~~original~~ Agreement and any prior amendments that may exist and is effective upon approval by three-quarters of the current Parties to the Agreement.

This Agreement is made under the authority of Government Code Section 6500 et seq. between the undersigned public entities, after the governing boards of the entities determine that it is in their best interest to execute this Agreement.

ARTICLE I - PURPOSE

The purpose of this Agreement is to exercise jointly powers common to each Party by:

- Creating an authority under Government Code Section 6500 et seq., a public entity that is separate and apart from the Parties, to be known as the California Transit System Joint Powers Authority, to administer a self-insurance pool,
- Sharing losses and purchase as a group, insurance or reinsurance and participate in other joint powers authorities or other public entity pooling arrangements,
- Maintaining funds sufficient to pay the losses to which the Parties agree to share through a Coverage Program, and
- Purchasing jointly administrative and other services, including risk management, loss prevention, and legal defense in connection with the Coverage Programs.

ARTICLE II - CREATION OF THE CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

Pursuant to Government Code Section 6500 et seq., the Parties to this Agreement hereby create a public entity separate and apart from the Parties. This public entity created by this Agreement shall be known as the California Transit Systems Joint Powers Authority.

ARTICLE III - DEFINITIONS

1. "Authority" shall mean the California Transit Systems Joint Powers Authority.
2. "Board" or "Board of Directors" shall mean the governing board of the Authority.
3. "Coverage Programs" shall mean programs as defined and adopted by the Board which may, but need not be limited to pooled risk programs, group purchase of insurance or reinsurance, or participation in other public entity pooling programs.
4. "Coverage Program Documents" shall mean the Master Program Document defining the policies and procedures of the program and the Memorandum of Coverage defining the coverage provided by the program.
5. "Contributions" shall mean payments by Members to the Authority, for other than interest, penalties paid, or reimbursements for payments made on behalf of the Member, for which the Authority is not liable.
6. "Governing Documents" shall be those documents described in Article VII, Governing Documents.
7. "Member" or collectively "Members" shall mean a Party who is participating in a particular Coverage Program.
8. "Party" shall mean a signatory to this Agreement.
9. "Officer" shall mean an officer of the Authority as defined in Article XIII.

ARTICLE IV - PARTIES TO THIS AGREEMENT

Each Party to this Agreement certifies that it intends to, and does, contract with all other Parties who are signatories to this Agreement, and any signatories that may sign this Agreement in the future, pursuant to Article XVI. The withdrawal of any Party to this Agreement shall not affect this Agreement as respects the remaining Parties and those remaining Parties' intent to be bound by this Agreement.

ARTICLE V - TERM OF AGREEMENT

As authorized by Government Code Section 6510, this Agreement which was originally effective ~~from~~ May 1, 1987 ~~and~~ shall stay in full force, as ~~is, as~~ amended ~~on May 1, 2012 or any other subsequent~~ amendments from time to time, until terminated in accordance with Article XX.

ARTICLE VI - POWERS OF THE AUTHORITY

The powers of the Authority shall be the powers enjoyed by the County of Nevada or, if the County of Nevada is no longer a Party to this Agreement then, the County of Siskiyou, and is authorized to do all acts necessary to fulfill the purposes of this Agreement including, but not limited to, the following:

1. Make and enter into contracts;
2. Incur debts, liabilities and obligations, but no debt, liability or obligation of the Authority is the debt, liability or obligation of any Party except as otherwise provided;
3. Acquire, hold or dispose of real and personal property;
4. Receive contributions and donations of property, funds, services and other forms of assistance from any source;
5. Assess Parties as deemed appropriate by the Board;
6. Sue and be sued in its own name;
7. Acquire, construct, manage and maintain buildings; and
8. Lease real or personal property including property of a Party, and receive, collect, invest and disburse monies.

These powers shall be executed in a manner provided by appropriate law and as set forth in this Agreement.

ARTICLE VII - GOVERNING DOCUMENTS

The attached amended Bylaws shall be deemed adopted upon the effective date of this amended Agreement. Thereafter, the Board of Directors ~~shall~~ may adopt amend Bylaws the Bylaws consistent with this Agreement and applicable law to govern the operations of the Authority. The Board of Directors may adopt Coverage Program Documents, consistent with this Agreement and the Bylaws. These Coverage Program Documents define the Coverage Programs, the Members' rights and duties, the Authority's rights and duties, and the operations of the programs. The Board may also adopt policies and procedures, consistent with this Agreement, the Bylaws, or Coverage Program Documents, to assist in the governance of the Authority's operations and activities. The Agreement, the Bylaws, Coverage Program Documents and policies and procedures adopted by the Board shall constitute the Governing Documents of the Authority.

Unless otherwise stated, a Governing Document may be amended by a majority of the Board of Directors at a duly noticed regular or special Board meeting.

ARTICLE VIII - RESPONSIBILITIES OF THE PARTIES

The Parties to this Agreement shall have the following responsibilities:

1. To abide by the terms of this Agreement and other Governing Documents;
2. To cooperate fully with the Authority in the settlement of claims;
3. To pay Contributions, assessments, or other charges promptly to the Authority when due; and
4. To appoint a Director and ~~an~~ one or more Alternates to the Board of Directors and to reappoint those positions upon the departure of anyone from those positions.

ARTICLE IX - POWERS RESERVED UNTO THE PARTIES

The Parties reserve unto themselves the following powers:

1. To amend this Agreement;
2. Appoint the Representatives and Alternates to the Board of Directors; and
3. To terminate the Authority in accordance with Article XX.

ARTICLE X - BOARD OF DIRECTORS

There shall be a Board of Directors to govern the affairs of the Authority. The Board of Directors shall have all the powers of the Authority except those specifically reserved to the Parties. The Board of Directors shall have the authority to create committees as deemed necessary for the operations of the Authority. The Board has the power to delegate any and all of its powers, not specifically reserved exclusively to the Board, to a committee or an Officer of the Authority.

The Board of Directors shall consist of one Director and one or more Alternates from for each Party to this Agreement as provided for in the Bylaws. ~~The Party shall appoint by official action an officer or employee of the Party to be the Director and such appointment shall remain in effect until such time as the Party appoints another to be the Director. The Party shall appoint by official action an officer or employee of the Party to be the Alternate and such appointment shall remain in effect until such time as the Party appoints another to be the Alternate. Each Director shall have one vote, and each Alternate shall have one vote only if the Director for which he/she is an Alternate is absent from the meeting.~~

ARTICLE XI - DUTIES OF THE BOARD NOT DELEGABLE

The Board may not delegate to any committee, office or person the authority to:

1. Adopt, amend or alter the Bylaws;
2. Adopt the Authority's Annual Budget;
3. Create a Coverage Program;
4. Accept a Party to this Agreement; or
5. Expel a Party to this Agreement.

ARTICLE XII - BOARD MEETINGS AND RECORDS

The Board of Directors shall hold at least one meeting each fiscal year. Regular and special meetings may be called in accordance with the Bylaws of this Authority and applicable laws. All meetings shall be open to the public except as permitted by Government Code Section 54950 et seq. The Secretary shall keep full and complete minutes of all Board meetings.

ARTICLE XIII - OFFICERS OF THE AUTHORITY

The Board shall elect one of its members as Chairperson and one as Vice Chairperson. The Board shall appoint a Secretary. The duties of the Chairperson, Vice Chairperson and Secretary shall be defined in the Bylaws.

In lieu of the designation of a treasurer and auditor as per Government Code Section 6505.6, the Board shall elect a Treasurer, who shall have, among other duties defined in the Bylaws, the duties of the treasurer and auditor as described in Government Code Section 6505.5.

The Board may appoint other officers of the Authority as described in the Bylaws.

ARTICLE XIV - ANNUAL BUDGET

Pursuant to Government Code Section 6508, the Board shall approve a budget for any given fiscal year prior to the inception of that year.

ARTICLE XV - ADMINISTRATION OF FUNDS

The Authority shall be responsible for the strict accountability of all funds and reports of all receipts and disbursements in conformity with Government Code Section 6505. All funds of the Authority may be held in common although there shall be a separate accounting for funds of each Coverage Program.

ARTICLE XVI - NEW PARTIES

Prospective Parties may apply to the Board of Directors at any time. The Board shall have the power to accept a prospective Party, after reviewing their application, ~~with at least two-thirds affirmative vote of the entire Board~~. The membership shall become effective upon the Board's approval and the signing of this Agreement, participation in all mandatory Coverage Programs, and compliance with any and all other requirements imposed upon membership by the Bylaws or other Governing Documents.

ARTICLE XVII - WITHDRAWAL

A Party to this Agreement may not withdraw as a party to this Agreement prior to being a Party for at least three full fiscal years. A Party, who has been a Party for at least three full fiscal years, may withdraw from this Agreement only on the completion of a fiscal year. The Party must provide the Chairperson written notice of intent to withdraw at least six-months prior to withdrawal. The Party may rescind its notice of intent to withdraw at any time prior to ninety-days prior to the commencement of the next fiscal year. The Board may authorize rescission of the intent to withdraw upon a Party's request pursuant to the Bylaws at any time.

ARTICLE XVIII - EXPULSION

The ~~Authority Board~~ may expel a Party to this Agreement as a Party ~~by a three-fourth vote of the entire Board as provided for in the Bylaws~~. The expelled Party shall be given written notice of such action of the Board at least ninety-days prior to the effective date of the expulsion.

ARTICLE XIX - EFFECT OF EXPULSION OR WITHDRAWAL

Pursuant to Government Code Section 6512.2, termination of any Party to this Agreement as a Party shall not be construed to be completion of the purpose of the Agreement and shall not require the return of any Contributions, payments or advances made by the Party until the Agreement is rescinded or terminated by all Parties in accordance with Article XX.

Termination of a Party to this Agreement as a Party shall not terminate its continuing responsibilities defined in any Governing Document or Coverage Program Document for the period of time in which the Party participated, including, but not limited to:

1. Cooperate fully with the Authority in the investigation and settlement of a claim;
2. Pay any Contributions, retentions or deductibles, assessments or other charges which are due and payable; and
3. Provide any statistical or loss experience data and other information as may be necessary for the Authority to carry out the purpose of this Agreement.

ARTICLE XX - TERMINATION AND DISTRIBUTION

This Agreement may be terminated at any time with written consent of three-fourths of the Parties; provided, however, that this Agreement and the Authority shall exist for the purpose of disposing of all claims, distribution of assets and any other functions necessary to wind up the affairs of the Authority. The Board shall be vested with all the powers of the Authority for the purposes of winding down and dissolving the business affairs of the Authority, including the power to assess past and present Parties in accordance with Coverage Program Documents.

In accordance with Government Code Section 6512, all assets of the Authority shall be distributed among those who were Parties within ten years of termination, in proportion to the Parties' Contributions. The Board shall determine when claims and liabilities are sufficiently realized as to not jeopardize the payment of any claim or liability that may arise in the future.

ARTICLE XXI - LIABILITY AND INDEMNIFICATION

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any Party, except to the extent and in the proportions, imposed by the Bylaws or other Governing Documents. Each Party is independent of every other Party and of the Authority and not the agent of any Party or of the Authority. In contemplation of the provisions of Section 895.2 of the California Government Code, imposing certain tort liability jointly

upon public entities, solely by reason of a joint powers agreement as defined in Section 895 of that code, each Party, as between each other, pursuant to the authorization contained in Section 895.4 and 895.6 of that code, does hereby assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of the California Government Code. To achieve the above-stated purpose, each Party shall indemnify and hold harmless each other Party for any loss, costs, or expense that may be imposed upon such other Party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part of this Agreement as if set forth fully in this Agreement.

The members of the Board of Directors and the Officers and employees of the Authority shall act in good faith and in the best interests of the Authority in the performance of their duties. The members of the Board of Directors and Officers and employees shall be liable for an act or omission within the scope of their employment with the Authority as a public entity only in the event that they act or fail to act because of actual fraud, corruption, or malice. No member shall be liable for any actions taken or omissions by another member of the Board. Funds of the Authority shall be used to defend and indemnify members of the Board, Officers, and employees for any act or omission pursuant to the provisions of the Government Code Section 910 to 996.6, inclusive. The Authority may purchase insurance covering acts or omissions of the Board of Directors, Officers, and employees.

ARTICLE XXII - NOTICES

Notices to any or all Parties shall be sufficient if mailed to their respective addresses on file with the Authority. Notice to the Authority shall be sufficient if mailed to the official address of the Authority as established by Resolution. [Notices of meetings may be given by electronic mail to the respective electronic mail addresses on file with the Authority, which notice shall be deemed sufficient notice.](#)

ARTICLE XXIII - PROHIBITION AGAINST ASSIGNMENT

No Party may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee, or third party beneficiary of the Party shall have any right, claim or title to any part, share, interest, fund, premium, or asset of the Authority.

ARTICLE XXIV - ARBITRATION

Any controversy between the Parties hereto arising out of this Agreement shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

ARTICLE XXV - AMENDMENTS

This Agreement may be amended at any time by approval of ~~three~~[two-fourths](#)~~thirds~~ of the Parties.

ARTICLE XXVI - AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the Parties. There are no oral understandings or agreements not set forth in writing herein.

In Witness Whereof, the undersigned Party hereto has executed this Agreement on the date indicated below:

Date: _____

By: _____

Printed Name of Authorized Signor

Signature of Authorized Signor

Title of Authorized Signor

Name of Agency

CALIFORNIA TRANSIT SYSTEMS

JOINT POWERS AUTHORITY

BYLAWS

Effective ~~April 14, 2016~~ INSERT DATE

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BYLAWS

For the regulation of the California Transit Systems Joint Powers Authority, except as otherwise provided by statute or the Joint Powers Agreement creating the California Transit Systems Joint Powers Authority, also known as the California Transit Indemnity Pool ("CalTIP").

ARTICLE I - DEFINITIONS

The terms in these Bylaws have the same definitions as those given in the Joint Powers Agreement Creating the California Transit Systems Joint Powers Authority, unless otherwise specified herein.

- A. "Master Program Document" is a document issued by the Authority specifying the rights and obligations of the Authority and the Members in the Coverage Program as well as the procedures and operations of the program.
- B. "Memorandum of Coverage" is the document issued by the Authority to the Members in a Coverage Program, specifying the type, term, and amount of coverage provided by the Authority.

ARTICLE II - OFFICES

The principal executive office for the transaction of business of the Authority is hereby fixed and located at the address shown in Appendix A. Notwithstanding Article XVI, the Board shall have the authority to change the location of the principal executive office from time to time by a simple majority vote of the Board of Directors present at a duly authorized meeting and with 30 days' prior notice of such change. A revised Appendix A will be distributed to all then current Parties to the Agreement. Other business offices may at any time be established by the Board at any place or places.

ARTICLE III - BOARD OF DIRECTORS

A. GOVERNING BOARD

In accordance with Article X of the Agreement, the Board of Directors shall be the governing body of the Authority. Each Party's governing board shall appoint, by resolution, an officer or employee of the Party to be the Director and one or more officers or employees of the Party to act as the Alternate to on the Board of Directors of the Authority. Such appointment shall not take effect until such resolution is received by the Authority at its executive office as defined in Article II above, and the appointees have complied with the Authority's Conflict of Interest Policy. Voting members of the Board of Directors shall be the Directors, or in the case of their absence, their an Alternate. Alternates shall have all the same rights to hold office or sit on committees as a Director. No more than one alternate may exercise a Party's voting rights at a meeting.

The Board of Directors shall provide policy direction to the committees, the Officers, and any employees or contracted service providers of the Authority. The Board may delegate any and all powers except those specifically reserved onto the Board or specifically requiring a vote by the Board of Directors. The Board cannot delegate the following powers:

- 1. By a three-fourths vote of the entire Board of Directors Directors present and voting:
 - a. Expel an existing member from the Authority.

2. By a two-thirds vote of the ~~entire Board of~~ Directors present and voting:
 - a. Accept a new Party to this Agreement.
3. By a ~~two-thirds~~majority vote of the Directors present and voting:
 - a. Amend these Bylaws pursuant to Article XVI of these Bylaws;
 - b. Create or terminate any self-insurance, group purchase insurance program, or Coverage program;
 - c. Remove an officer of the Authority or committee member;
 - d. Adopt an operating budget for each of the Authority's fiscal years;
 - e. Authorize a payment of a dividend, or charge an assessment under a retrospective adjustment;
 - f. Change the location of the principal executive office; or
 - g. Authorize a cash assessment.

B. MEETINGS

All regular and special meetings of the Board of Directors shall be conducted in accordance with the Ralph M. Brown Act (Government Code Section 54950) as it now exists or may be amended from time to time. The Secretary shall cause notice to be given of all meetings and cause minutes to be prepared and distributed to the Board of Directors. The Board of Directors cannot conduct business unless a quorum is present at the meeting. A quorum consists of a majority of the Directors, or in the absence of a Director, the Alternate, that have complied with the requirements of Article III, A, and vacancies shall not be counted in determining a quorum. An official set of minutes of all Board meetings shall be kept at the principal executive offices of the Authority as defined in Article II.

All matters duly noticed and within the purview of the Board of Directors may be decided by a simple majority of those Directors voting at a regular or special meeting, unless the Governing Documents prescribe otherwise. Where the matter before the Board affects a particular Coverage Program, other than the financing of the Program, only those Directors representing Parties participating in the Coverage Program may vote; provided, however, that in the absence of a quorum of Coverage Program participant representatives the vote shall be by the Board of Directors.

The Board shall have at least one regular meeting a fiscal year. The date and time of such meeting and all other regular meetings of the Board for the next fiscal year shall be established by resolution of the Board adopted at the last regular Board meeting of the then current fiscal year.

Pursuant to Government Code Section 54956, a special meeting of the Board of Directors may be called by the Oversight Committee or by the Chairperson, with 24 hours' notice, stating the time and place of such meeting and the matter to be discussed. Such notice may be delivered personally, by way of electronic transmission (other than voice communication) or by mail. Notice by mail must be received at least 24 hours prior to the meeting.

All meetings may be postponed or cancelled by the Chairperson with at least 24 hours' prior notice.

ARTICLE IV - ELECTION AND DUTIES OF THE OFFICERS

A. ELECTION OF THE OFFICERS

The Officers of the Board of Directors shall be the Chairperson, Vice Chairperson, Treasurer, and

Secretary. The Officers shall be elected in the following manner:

1. Each Director may place any member of the Oversight Committee in nomination for the offices of Chairperson and Vice Chairperson. Each Director may place any member of the Board in nomination for the office of Treasurer.
2. Each Director shall cast one vote for the candidate of his or her choice for each office.
3. The terms of office of the Chairperson, the Vice Chairperson, and Treasurer shall be two years, commencing during the even numbered years. The Officers will begin serving terms upon the beginning of the fiscal year immediately following the election. The terms as Officers will end on the last day of a fiscal year. No officer may serve more than three consecutive terms in the same office. An exception may be made for the Treasurer's office if there are no other qualified Directors to serve.
4. Elections will be held whenever there is an Officer vacancy to fill the unexpired term.
5. The Office of the Secretary of the Board of Directors shall be the General Manager unless a separate Secretary of the Board of Directors is appointed by the Board of Directors.
6. The Office of Secretary has no set term but continues until there is a new General Manager or the Board appoints another as Secretary.

B. DUTIES OF THE OFFICERS

The duties of the Chairperson shall be to preside at all meetings of the Board and to perform such other duties as the Board may specify. Upon the death, incapacity, or vacancy in the office of the Chairperson, the Vice Chairperson shall succeed to such office automatically, subject to ratification by the Board at its next meeting, at which time the Board shall also elect a new Vice Chairperson.

The duties of the Vice Chairperson shall be to act as the Chairperson in the absence of the Chairperson and to perform such other duties as the Board may specify.

The duties of the Treasurer shall be those specified in the Agreement, duties imposed on the Treasurer and Controller/Auditor as defined in Section 6505.5 and 6506 of the California Government Code and other duties as required by law or as specified by the Board. The Authority, at its own expense, shall maintain a bond covering the Treasurer and any other person having contact with funds of the Authority in an amount not less than \$250,000.

The duties of the Secretary shall be to cause minutes to be kept and to perform such other duties as the Board may specify.

ARTICLE V - OVERSIGHT COMMITTEE

There shall be an Oversight Committee consisting of not less than seven nor more than nine members from the Board of Directors. The Board of Directors shall elect each member to a term of two-years concurrent with the fiscal year of the Authority, and commencing during the even numbered years. The Board of Directors shall determine the number of members to serve for the following two years at the time of each election. The elected members will begin serving terms upon the beginning of the fiscal year immediately following the election. The terms as elected members will end on the last day of a fiscal year. There is no maximum number of terms a member can serve. A vacancy shall be filled by an election by the Board of Directors at its next meeting.

The Board Chairperson shall be the Chair of the Oversight Committee. The Board Vice Chairperson shall be the Vice Chair of the Oversight Committee.

The Oversight Committee shall have the full authority of the Board of Directors except that authority for which the Board is precluded from delegating. The Oversight Committee shall review disputes between a Party and the Authority, and make a determination of appropriate action, regarding coverage or the administration of the Authority, enter into contracts where such authority has not been delegated to another, contract for a financial audit and for general legal services. The Oversight Committee shall monitor the performance and the operations of the Authority and Board policy and make recommendations of change where the Committee deems appropriate.

A majority of the members of the Oversight Committee shall constitute a quorum. An action by the Oversight Committee shall require a majority vote of those in attendance. Vacancies shall not be counted in determining a quorum.

ARTICLE VI - ADDITIONAL COMMITTEES

In addition to the Oversight Committee, there shall be a Member Services Committee and a Finance and Administration Committee.

A. MEMBER SERVICES COMMITTEE

The Member Services Committee shall consist of not less than five nor more than nine members of the Board of Directors, at the discretion of the Oversight Committee. The members are to be elected by the Oversight Committee. The terms of office shall be two years, with half the elected positions incepting on fiscal years starting on even numbered years and half the elected positions incepting on fiscal years starting on odd numbered years, if there are an even number of committee members. If the committee has an odd number of members, then the majority of the terms (half plus one) will incept on even years and the remaining members' terms incept on odd years. There is no maximum number of terms a member can serve. A vacancy shall be filled by an election by the Oversight Committee.

The Chairperson of the Member Services Committee shall serve a one-year term concurrent with the fiscal year of the Authority. Upon the completion of the term of the Committee Chair, the Committee Vice Chairperson shall become the Committee Chair. The Member Services Committee shall elect a new Vice Chairperson at its first meeting of the fiscal year of the Authority in which the Committee Vice Chairperson will be serving. In the absence of the Committee Chairperson, the Committee Vice Chairperson shall assume the role of Chairperson. If the Committee Chairperson has resigned or becomes incapacitated, the Committee Vice Chairperson shall assume the position as Chairperson and the Committee shall elect a new Vice Chairperson.

The Member Services Committee shall review applications for membership and make recommendations to the Board of Directors, underwrite Members of a Coverage Program, review claims made against a Coverage Program and take action as needed, including providing settlement authority, and implement safety and loss control strategies.

A majority of the members of the Member Services Committee shall constitute a quorum. An action by the Member Services Committee shall require a majority vote of those in attendance. Vacancies shall not be counted in determining a quorum.

B. FINANCE AND ADMINISTRATION COMMITTEE

The Finance and Administration Committee shall consist of not less than five nor more than nine members of the Board of Directors, at the discretion of the Oversight Committee. All but one of the members is to be elected by the Oversight Committee, and the remaining member being the Treasurer, who shall have all the same rights as the other members. The terms of office shall be two years, with half the elected positions incepting on fiscal years starting on even numbered years and half the elected positions incepting on fiscal years starting on odd numbered years, if there are an even number of committee members. If the committee has an odd number of members, then the majority of the terms (half plus one) will incept on even years and the remaining members' terms incept on odd years. There is no maximum number of terms a member can serve. A vacancy shall be filled by an election by the Oversight Committee.

The Chairperson of the Finance and Administration Committee shall serve a one-year term concurrent with the fiscal year of the Authority. Upon the completion of the term of the Committee Chair, the Committee Vice Chairperson shall become the Committee Chair. The Finance and Administration Committee shall elect a new Committee Vice Chairperson at its first meeting of the fiscal year of the Authority in which the Committee Vice Chairperson shall be serving. In the absence of the Committee Chairperson, the Committee Vice Chairperson shall assume the role of Chairperson. If the Committee Chairperson has resigned or becomes incapacitated, the Committee Vice Chairperson shall assume the position as Chairperson and the Committee shall elect a new Vice Chairperson.

The Finance and Administration Committee shall review current financial conditions of the Authority and provide direction in the development of the budget for the coming fiscal year, review the allocation of revenues in the budget and make recommendations for change to the Board of Directors, and recommend to the Board the appropriate reserves for contingencies.

A majority of the members of the Finance and Administration Committee shall constitute a quorum. An action by the Finance and Administration Committee shall require a majority vote of those in attendance. Vacancies shall not be counted in determining a quorum.

C. OTHER COMMITTEES

The Board of Directors may establish additional standing or ad hoc committees and delegate authority to such committees to accomplish certain tasks. Members of a committee shall remain members of that committee until such time as the Board appoints new members to the committee, the committee is dissolved by the Board, or the purpose has been completed and there are no more responsibilities assigned to the committee.

A quorum of a committee created under this section shall be a majority of the members of the committee, without counting any vacant positions. All actions by such committee shall require a majority vote of those in attendance, unless otherwise specifically stated.

Each committee shall appoint a chairperson who shall call the meetings.

ARTICLE VII – FISCAL YEAR

The fiscal year shall commence on May 1 of each year and conclude on April 30 of the following year. Revenue and expenses shall be recorded on a full accrual basis.

ARTICLE VIII - BUDGET

~~An annual budget shall be presented to the Board no later than 30 days prior to the beginning of the fiscal year.~~ A budget shall be adopted prior to the inception of the fiscal year. The Budget shall separately show the following:

1. General and administrative costs;
2. Contributions, projected interest income and other income; and
3. The actuarially estimated claims and allocated claims adjustment costs.

ARTICLE IX - RECEIPT AND DISBURSEMENT OF FUNDS

Payments to the Authority shall be received at its principal executive office. The Treasurer or other designee shall safeguard and invest funds in accordance with the Authority's current Investment Policy.

All ~~checks disbursing~~disbursements (via check or electronic funds transfer) issuing funds of the Authority (for other than the payment of claims) ~~for amounts less than or equal to \$5,000 may be signed by the Treasurer, alone.~~ All checks for amounts in excess of \$5,000 shall require the signatures or approvals of the Treasurer and Chairperson, Vice Chairperson, or other Director or designee as approved by the Board. A register of all checks or electronic funds transfers issued since the last Board meeting shall be provided at each Board meeting and approved by the Board.

ARTICLE X – RESPONSIBILITIES OF THE PARTY

The Authority is a participatory organization with the goal of reducing exposures to losses. To facilitate this goal, each Party agrees to perform the following functions in discharging its responsibilities:

1. Abide by all the rules and obligations imposed upon the Party by the Agreement, these Bylaws, any administrative policies and procedures adopted, any Master Program Documents and Memoranda of Coverage for any and all Coverage Programs to which the Member participates;
2. Appoint a Director and at least one Alternate to the Board;
3. Participate in the Liability Coverage Program;
4. Remit Contributions and other amounts due within 30 days of the date of invoice;
5. Cooperate fully with the Authority in reporting, and in determining the cause of claims and in the settlement of such claims; and
6. Upon withdrawal from the Authority, the Party shall remain responsible for any losses and any other costs which it has incurred while a Member of a Coverage Program and a Party to the Agreement.

ARTICLE XI - COVERAGE PROGRAMS

All Parties to the Agreement shall participate in the Liability Coverage Program. Participation in any other Coverage Program is at the discretion of the Party.

Each Coverage Program shall have a Master Program Document that describes the rights and duties of the Authority, the Member, and the process by which the Coverage Program will be administered.

ARTICLE XII - PENALTY FOR MONEY IN ARREARS

The penalty for Contributions not paid to the Authority within 30 days of the date of the invoice shall be the prime interest rate plus two points on the amount of Contributions owed. The prime rate used for penalty calculation will be the prime rate in effect 30 days after the invoice date at the commercial bank which holds funds of the Authority. This penalty is subject to a minimum amount established by resolution of the Board of Directors.

On appeal to the Oversight Committee, the Committee may waive the late payment penalty if the Party shows a hardship and presents a plan for repayment, if not already paid. Alternatively, or in addition, the Oversight Committee may prescribe or approve a payment plan for the Party other than those outlined in the Governing Documents of the Authority.

ARTICLE XIII - RIGHT OF OFFSET

The Authority may offset any moneys owed to a Party, with amounts owed by the Party to the Authority whether the amounts owed by the Party are Contributions or any other amounts owed.

ARTICLE XIV - NEW PARTIES TO THE AGREEMENT

A qualified public entity requesting to be a Party to the Authority shall complete an application form and provide other information and documentation requested by the Authority, including that required by any Coverage Program in which the prospective Party would like to participate.

Each prospective Party will submit a non-refundable application fee, as determined by the Board, to defray processing costs along with its completed application form. The prospective Party shall be presented in summary to the Board of Directors for a vote in accordance with the Agreement.

ARTICLE XV - HIERARCHY OF GOVERNING DOCUMENTS

The Agreement forming the Authority shall be superior to these Bylaws and any provisions in these Bylaws that are contradictory or in conflict with any provisions in the Agreement shall be interpreted to be consistent with the Agreement or be voided to the extent it conflicts or is contradictory. The Board shall adopt Master Program Documents, and policies or procedures. However, such other documents shall be consistent with the Agreement and these Bylaws, and to the extent they are not consistent, those documents will be superseded by the Agreement and Bylaws.

ARTICLE XVI - AMENDMENTS

These Bylaws may be amended by a ~~two-thirds~~majority vote of the Directors present and voting, provided that any amendment is compatible with the purposes of the Authority, is not in conflict with the Agreement, and has been submitted to the Board at least 30 days in advance. Any such amendment shall be effective immediately, unless otherwise designated.

APPENDIX A - PRINCIPAL EXECUTIVE OFFICE

The principal executive office for the transaction of business of the Authority is hereby fixed and located at:

1750 Creekside Oaks Drive, Suite 200

Sacramento, CA 95833

AGENDA ITEM 1 G
Consent Item

MEMORANDUM

DATE: August 1, 2019

TO: El Dorado County Transit Authority

FROM: Brian James, Planning and Marketing Manager

SUBJECT: Vehicle Replacement Capital Improvement Plan Project

REQUESTED ACTION:

BY MOTION,

Adopt Capital Improvement Plan Project 20-05 for Vehicle Replacement

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) operates two (2) 2006 Bluebird Xcel 37 buses for local fixed route services that are eligible for replacement. Bluebird is no longer manufacturing the Xcel buses and no longer supports the buses that are currently used.

DISCUSSION

Sacramento Regional Transit (RT) has applied for a competitive Federal Transit Administration (FTA) Better Utilizing Investments to Leverage Development (BUILD) Grant for improvements to the light rail system in Folsom. El Dorado Transit was invited by RT staff to participate in the grant application in order to purchase two (2) replacement buses for local fixed and intercity route service.

The BUILD Grant program enables the Federal Department of Transportation (DOT) to award funding for multi-modal, multi-jurisdictional projects that are more difficult to support through traditional DOT programs. The BUILD program enables DOT to use a rigorous merit-based process to select projects with exceptional benefits, explore ways to deliver projects faster and save on construction costs, and make needed investments in our Nation's infrastructure. If the BUILD Grant is not awarded, El Dorado Transit staff will pursue other grant opportunities to purchase the two replacement vehicles.

If approved, the following project 20-05 (Attachment A) to purchase two (2) new low floor fixed route buses will be added to the Capital Improvement Plan.

FISCAL IMPACT

COST SUMMARY (ESTIMATE)

	<u>Proposed Budget</u>
Two (2) Buses	\$ 980,000
Contingency 10%	<u>\$ 98,000</u>
<i>Total Project Cost</i>	<i>\$1,078,000</i>

FUNDING SOURCES

FTA BUILD Grant	\$1,000,000
State Transit Assistance	<u>\$ 78,000</u>
<i>Total Revenue</i>	<i>\$1,078,000</i>

Vehicle Replacement – Local Fixed Route

Project No. 20-05

This project will replace two (2) current Blue Bird buses with two (2) low floor fixed route buses.

This project replaces:

EDCTA #	Vehicle Type	Mileage 06/21/2019
0606	2006 BlueBird Xcel 37	253,354
0607	2006 BlueBird Xcel 37	323,197

COST SUMMARY (ESTIMATE)

Adopted Budget

Two (2) Buses	\$ 980,000
Contingency 10%	<u>\$ 98,000</u>
<i>Total Project Cost</i>	<i>\$1,078,000</i>

FUNDING SOURCES

Federal Transit Administration (FTA)	
BUILD Grant (Better Utilizing Investments to Leverage Development State Transit Assistance	\$1,000,000
	<u>\$ 78,000</u>
<i>Total Revenue</i>	<i>\$1,078,000</i>

AGENDA ITEM 1 H
Consent Item

MEMORANDUM

DATE: August 1, 2019

TO: El Dorado County Transit Authority

FROM: Brian James, Planning and Marketing Manager

SUBJECT: Award of Construction Contract for Capital Improvement Plan Project #19-02 Pollock Pines Safeway Bus Stop Improvements

REQUESTED ACTION:
BY MOTION,

1. Award construction contract for Capital Improvement Plan Project #19-02 Pollock Pines Safeway Bus Stop Improvements to the lowest responsive, responsible bidder, consistent with the bid documents and basis of award.
2. Approve Purchase Order No. 25210 issued to B&M Builders in the amount of \$92,430 for the construction of the Pollock Pines Safeway Bus Stop Improvements project
3. Authorize the Executive Director to execute the construction contract and related documents, including change order authority, necessary to complete the Capital Improvement Plan Project #19-02 provided that the contract costs do not exceed the approved Capital Improvement Plan project budget.

BACKGROUND

June 7, 2018 - Board approved Capital Improvement Plan Project #19-02

June 19, 2019 - Publication of Notice to Bidders (6/19, 6/21 & 6/24)

July 19, 2019 - Bid opening

DISCUSSION

The El Dorado County Transit Authority (El Dorado Transit) uses a designated bus stop located on the south side of Pony Express Trail directly in front of Safeway in Pollock Pines. This bus stop currently consists of an asphalt pullout and a standalone concrete pad with a shelter.

The Board approved Capital Improvement Plan Project #19-02 includes the removal of the existing bus stop facilities, construction of new improvements including curb & gutter, bus shelter pad, bus stop pad and installation of a new bus shelter.

The following table shows the three (3) base bids from qualified bidders publically opened at 10:00 AM on July 19, 2019.

BIDDER	BASE BID
B&M Builders	\$92,430
Joe Vicini, Inc.	\$102,150
Swierstok/Pro Builders	\$138,000

Staff recommends award of the attached Construction Contract to B&M Builders as the lowest responsible bidder, approval of Purchase Order No. 25210, and authorization for the Executive Director to execute the construction contract and related documents.

AUTHORIZATIONS

The requested action will allow the Executive Director to execute the Construction Contract, and approve contract change orders; scope revisions; use of funding assigned to the project within approved budgets; permits, etc. This does not increase the current approved purchasing authority afforded the Executive Director. This would authorize the Executive Director to approve change orders not exceeding ten-percent (10%) of the contract price.

FISCAL IMPACT

The following is a component of Capital Improvement Plan Project #19-02 (attached):

COST SUMMARY

Construction of Pollock Pines	
Safeway Bus Stop Improvements	<u>\$92,430</u>
<i>Total Cost</i>	<i>\$92,430</i>

FUNDING SOURCES

State Transit Assistance	<u>\$92,430</u>
<i>Total Revenue</i>	<i>\$92,430</i>

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 (ESTIMATE)

	Adopted <u>Budget</u>
Pollock Pines Safeway Bus Stop Improvements	\$ 168,418
Contingency 10%	<u>\$ 16,842</u>
<i>Total Project Cost</i>	<i>\$ 184,900</i>

FUNDING SOURCES

State Transit Assistance	<u>\$ 184,900</u>
<i>Total Revenue</i>	<i>\$ 184,900</i>

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

PURCHASE ORDER NO. 25210

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

DATE: 08/01/2019

ACCOUNT: 9910.30

CLASS: 125

TO: B&M BUILDERS, LLC.
 11330 SUNRISE PARK DRIVE, SUITE C
 RANCO CORDOVA, CA 95742

SHIP & INVOICE TO:

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

Contact: PATRICK MULLEN

Vendor Phone No: 916-352-6944

Fax No:

PROMISED DELIVERY DATE		TERMS: NET 30 DAYS		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
1		POLLOCK PINES BUS STOP IMPROVEMENT CONTRUCTION CIP 19-02	\$92,430.00	\$92,430.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority. PURCHASING AGENT			SUBTOTAL	
			SHIPPING	
			SALES TAX	
			TOTAL	\$92,430.00

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."

CONTRACT AGREEMENT

THIS AGREEMENT, dated the 1st day of August 2019, in the County of El Dorado, State of California, is made by and between the El Dorado County Transit Authority (“EDCTA” or “Owner”), and B&M Builders, Inc. (“CONTRACTOR”).

1. **Contract Documents:** The complete contract (“CONTRACT”) includes all of the CONTRACT DOCUMENTS, including this Agreement, Invitation to Bid, Non-collusion Declaration, Non-discrimination Clause, Non-segregation Certification, Designation of Subcontractors, Experience Qualifications, Bid Bond, Bid, Instructions to Bidders, Cost Schedule, Contractor’s Certificate of Workers’ Compensation, Performance Bond, Payment Bond, Insurance Certificates, Abbreviations and Definitions, General Conditions, Specification Sections, Plans, Drawings, Specifications, Scope of Work, Addenda and Change Orders and all other documents contained in the Project Manual and all modifications and amendments to the above. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. **The Work:** Contractor shall perform everything required to be performed within the time set forth in Paragraph 5 of this Agreement, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the Contract and required for construction of:

PROJECT LOCATION: El Dorado County, California;

PROJECT NAME: POLLOCK PINES BUS STOP PROJECT #19-02, (“PROJECT” or “WORK”), as set forth more fully in the Construction Documents, Scope of Work, Plans, Drawings, Specifications and Project Manual.

All of the Work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the Drawings, Specifications, Scope of Work, and all other provisions of the Contract Documents. Contractor shall not be excused with respect to any failure to so comply with the Contract by any act or omission of EDCTA, EDCTA’s consultant, agent, inspector, or representative of any of them.

The Project shall be furnished, performed and completed as required in the Drawings, Specifications, Scope of Work, and all other Contract Documents under the direction and supervision of and subject to the approval of EDCTA. EDCTA shall have the right to accept or reject materials or workmanship and to determine when Contractor has complied with the conditions of the Contract. The Building Inspector employed by EDCTA shall represent EDCTA.

3. **Contract Amount:** EDCTA shall pay to Contractor, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Contract Documents, the sum of **\$ 92,430.00 (Ninety-two thousand four-hundred and thirty dollars).**

4. **Payments:** The price to be paid to Contractor under this Agreement shall be paid in legally executed and regularly issued warrants of EDCTA drawn on the appropriate fund or funds as required by law. Payments shall be made pursuant to the Schedule attached hereto as Exhibit “A.” Payments shall be made for the portions of the Project as construction of the Project is completed, but the payment of progress payments by EDCTA shall not be construed as acceptance of the work done up to the

time of such payments. All payments shall be subject to the final bid price set forth in the Cost Schedule.

5. Time for Completion: The Project shall be commenced within five (5) days of issuance by EDCTA of the Notice to Proceed and shall be completed within **Sixty (60) working days** from the date of the Notice to Proceed.

6. Liquidated Damages: If the Work is not completed in accordance with Paragraph 5 above, the parties agree that EDCTA will suffer damage. It being impractical and infeasible to determine the amount of actual damage, Contractor (or Surety) shall pay to EDCTA as fixed and liquidated damages, and not as a penalty, the sum of **\$1,000.00** for each calendar day of delay until the Project is completed and accepted. This amount may be deducted from any payments due to or to become due to Contractor.

7. Interpretation of Contract Documents: Should any question arise concerning the intent or meaning of drawings or specifications, such question shall be submitted to EDCTA and its interpretation shall be final.

8. Extra or Additional Work and Changes: Should EDCTA at any time during the progress of the work request any alterations, deviations, additions, or omissions from the Contract specification or plans, it shall be at liberty to do so and the same shall in no way affect or make void the Contract, but the fair and reasonable value of such alterations, deviations, additions, or omissions will be added to or deducted from the amount of said Contract price as the case may be.

All change orders shall be signed by EDCTA. The value of any such extra work or changes shall be determined in one or more of the following ways:

- a) By estimate and acceptance in a lump sum.
- b) By unit prices named in the contract or subsequently agreed upon.
- c) By cost and percentage or by cost and fixed fee.

9. Prosecution of Work: If in the opinion of EDCTA, Contractor neglects to prosecute the work properly or fails to perform any provisions of the Contract, after ten (10) days written notice to Contractor EDCTA may, without prejudice to any other remedy it may have, remedy any such deficiencies and may deduct the cost therefor from any payment then or thereafter due Contractor, provided that the parties have used proper documentation and negotiations for a fair and equitable resolution.

10. Assignment of the Contract: Assignment of the Contract or any part thereof shall be prohibited without the prior written consent of EDCTA.

11. Indemnification: With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted by law, and in conjunction with section 5.53 of the General Conditions, Contractor shall defend, indemnify and save harmless EDCTA, including its officers, directors, agents, and employees, and each of them ("Indemnitees"), from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever for claims arising out of or in connection with Contractor's performance of this contract.

- A. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of Contractor, EDCTA, or any other Contractor and;

B. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

Except as otherwise provided by law, the indemnification provisions above shall apply regardless of the existence of fault or degree of fault of Indemnitees. Contractor, however, shall not be obligated to indemnify Indemnitees for Claims arising from conduct delineated in Civil Code § 2782.

Contractor's obligation to defend and indemnify shall not be excused because of Contractor's inability to evaluate liability or because Contractor evaluates liability and determines that Contractor is not liable to the claimant. Contractor shall respond within 30 days to the tender of any claim for defense and indemnity by the State, unless this time has been extended by the State. If Contractor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due Contractor under and by virtue of the contract as shall reasonably be considered necessary by EDCTA, may be retained by EDCTA until disposition has been made of the claim or suit for damages, or until Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against Contractor, Contractor waives any and all rights of any type to express or implied indemnity against EDCTA, its officers, employees, or agents (excluding agents who are design professionals).

12. Insurance: Prior to commencing the Work, Contractor shall obtain and maintain during the life of this contract, and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain insurance coverage as required by Section 1.52 of the General Conditions.

13. Bonds: Three (3) executed copies of this Agreement, Insurance Certificates, the Performance Bond, and the Payment Bond shall be provided by Contractor. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

14. Clauses Included: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included.

15. Eligible Contractors: Contractor acknowledges that, pursuant to Public Contract Code § 6101, no public works or purchase contract shall be awarded to a Contractor, nor shall a Contractor be eligible to receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens. Contractor acknowledges that pursuant to Public Contract Code § 6101 no public works or purchase contract shall be awarded to a Contractor, nor shall a Contractor be eligible to receive a public works or purchase contract who has been found to have violated with intent to defraud a public agency while performing a public works project.

Contractor further acknowledges that, pursuant to Labor Code § 6109, Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Labor Code § 1777.1 or § 1777.7. The Labor Commissioner publishes a list of ineligible contractors and subcontractors and distributes the list to awarding bodies under Labor Code § 1777.1.

16. Family Support Enforcement: Contractor acknowledges that pursuant to Public Contract Code § 7110 it shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Family Code Division 9, Part 5, Chapter 8 (commencing with § 5200). Contracts in excess of one hundred thousand dollars (\$100,000.00) require an acknowledgement by Contractor of the policy set forth in Public Contract Code § 7110 and Contractor further acknowledges that it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

17. Performance During Working Hours: Work shall be performed during regular working hours except that in the event of an emergency or when required to complete the Work in accordance with job progress, work may be performed outside of regular working hours with the advance written consent of EDCTA.

18. Labor Code Application: As provided in Labor Code Division 2, Part 7, Chapter 1, Article 3 (commencing at § 1810), eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that compensation for all hours worked in excess of eight (8) hours per day shall be compensated at not less than one and one-half (1½) times the basic rate of pay.

Contractor shall pay to EDCTA a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Labor Code Division 2, Part 7, Chapter 1, Article 3 (commencing at § 1810), unless compensation for the workers so employed by Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

19. Prevailing Wage Rates: Pursuant to the provisions of Labor Code Division 2, Part 7, Chapter 1, Article 3 (commencing at § 1810), Contractor shall pay the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed for this Project. The prevailing wage rates are available from the Director of the Department of Industrial Relations ("Director"). Contractor shall post a copy of such wage rates at the Site. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified.

20. Forfeiture and Payments for Breach of Prevailing Wage Rates: Pursuant to Labor Code § 1775, Contractor shall as a penalty to EDCTA, forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commission and shall be based on consideration of Contractor's mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of *per diem* wage, the previous record of Contractor in meeting its prevailing rate of *per diem* wage obligations, or Contractor's willful failure to

pay the correct prevailing rate of *per diem* wages. A mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of *per diem* wage is not excusable if Contractor had knowledge of it or the obligations under this part. The difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each worker by Contractor. *Per diem* wages are deemed to include those benefits set forth in Labor Code § 1773.1.

21. Contractor to Comply with Labor Code § 1777.5 et seq.: It shall be Contractor's responsibility to know and abide by the requirements of Labor Code §§ 1777.5 et seq. which include, but are not limited to, the requirement to hire apprentices on a public works project.

22. Contractor to Comply with Labor Code § 1776: It shall be Contractor's responsibility to know and abide by the requirements of Labor Code § 1776, which include, but are not limited to, the requirement to keep accurate payroll records that shall be available for inspection. In order to comply with Labor Code § 1776, the records must include: names, addresses, Social Security numbers, work classifications, straight time, overtime, and any per diem. In addition, the records must be verified by a declaration under penalty of perjury that the records are true and correct, and that the employer has complied with Labor Code §§ 1771, 1811 AND 1815.

23. Non-discrimination. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or gender.

Contractor and subcontractors hereby agree to ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors agree to comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900 et seq.) and the applicable regulations promulgated under California Administrative Code, Title 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12900, set forth in California Administrative Code, Title 2, Division 4, Chapter 5 are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors agree to give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

24. Contractor shall include the nondiscrimination and compliance provisions of this section in all subcontracts to perform work under the contract.

25. **THE COMPLETE CONTRACT AS SET FORTH IN PARAGRAPH 1 OF THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES. NO OTHER AGREEMENTS, ORAL OR WRITTEN, PERTAINING TO THE WORK TO BE PERFORMED UNDER THIS CONTRACT, EXISTS BETWEEN THE PARTIES. THIS CONTRACT CAN BE MODIFIED ONLY BY AN EXECUTED WRITTEN AGREEMENT APPROVED BY THE GOVERNING BOARD.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

**EL DORADO COUNTY
TRANSIT AUTHORITY**

CONTRACTOR

By: Matthew Mauk, Executive Director

By: _____

CONTRACTOR's License No. _____

(CORPORATE SEAL of CONTRACTOR)

CONTRACT AGREEMENT

EXHIBIT “A”

SCHEDULE OF PAYMENTS

EDCTA shall make Payments for the Project Work in conformance with and subject to the terms and conditions for payments as set forth below and in the Construction Agreement, if applicable.

40%	due	August 30, 2019
55%	due	September 30, 2019
5 %	due	60 days after EDCTA’s acceptance and approval of final Project.

Note: EDCTA shall withhold at least 5% of total labor and materials until final completion and acceptance of the Project. On the expiration of sixty (60) days after the recordation of the Notice of Completion all monies due and payable to Contractor shall be paid, subject to the provisions of Section 5 herein.

AGENDA ITEM 1 I
Consent Item

MEMORANDUM

DATE: August 1, 2019

TO: El Dorado County Transit Authority

FROM: Brian James, Planning and Marketing Manager

SUBJECT: Connect Card equipment installation for eleven (11) demand response buses and vans

REQUESTED ACTION:
BY MOTION,

- 1. Approve the revised Capital Improvement Plan Project #19-04 Budget to include the installation of Connect Card equipment**
- 2. Approve Purchase Order No. 25209 in the amount of \$91,880 issued to Init for purchase and installation of Connect Card equipment on eleven (11) demand response buses and vans**
- 3. Authorize the Executive Director to execute all documents, including change order authority, necessary to complete the revised Capital Improvement Plan Project #19-04 provided that the project does not exceed the revised Capital Improvement Plan project budget.**

BACKGROUND

On February 12, 2018 El Dorado Transit was awarded a Federal Transit Administration (FTA) grant for the acquisition of five (5) Cut-A-Way buses and five (5) Dial-A-Ride minivans for demand response service. The local match portion of funds for these purchases is budgeted as State Transit Assistance (STA) funds.

Board action related to Capital Improvement Plan (CIP) Project #19-04:

- April 5, 2018 – The El Dorado County Transit Authority (El Dorado Transit) Board adopted the addition of CIP Project #19-04 to the overall CIP. At that time costs were estimated based on past purchase prices.
- September 6, 2018 – The El Dorado Transit Board adopted a revision to CIP Project #19-04 and Purchase Order #24205 in the amount of \$547,579.62.
- February 7, 2019 – The El Dorado Transit Board adopted a revision to CIP Project #19-04 and Purchase Order #24205 in the amount of \$548,566.85.

DISCUSSION

The proposed revision to CIP Project #19-04 provides for the transfer of existing equipment and installation of new Connect Card regional fare card equipment by Init. The equipment for the five (5) vans will be transferred from the vans that are being replaced. The equipment for the five (5) buses plus one (1) bus that will replace bus 1606 that was in an accident rendering the bus inoperable will be new.

The revised CIP Project #19-04 and Purchase Order No. 25209 are included on the following pages as Attachment A and B, respectively. Staff recommends the Board approve the revised CIP Project Budget #19-04 to include the installation of Connect Card equipment, approve the purchase order for Connect Card equipment and installation, and authorize the Executive Director to execute all documents related to this purchase within the revised CIP.

FISCAL IMPACT

The proposed revision increases the budget for CIP Project #19-04 in the amount of \$91,880 to purchase and install Connect Card equipment on eleven (11) demand response buses and vans.

<i>COST SUMMARY (ESTIMATE)</i>	<u>Adopted Budget</u>	<u>Proposed Budget</u>
Five (5) Minivans	\$335,000	\$ 335,000
Five (5) Cut-A-Way Buses	\$548,000	\$ 548,000
Equipment Installation	- 0 -	\$ 91,880
Contingency 5%	<u>\$ 44,150</u>	<u>\$ 44,150</u>
<i>Total Project Cost</i>	<u>\$927,150</u>	<u>\$1,019,030</u>

FUNDING SOURCES

Federal Transit Administration (FTA) 5310		
Enhanced Mobility of Seniors and Individuals with Disabilities	\$610,000	\$ 610,000
State Transit Assistance	<u>\$317,150</u>	<u>\$ 409,030</u>
<i>Total Revenue</i>	<u>\$927,150</u>	<u>\$1,019,030</u>

Vehicle Replacement – Demand Response

Services: Local Bus Route
Dial-A-Ride

Project No. 19-04 (3)

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 includes the installation of Connect Card equipment from Init. The equipment for the five (5) replacement vans will be transferred from the vans that are being replaced. The equipment for the five (5) buses plus one (1) bus that will replace bus 1606 that was in an accident rendering the bus inoperable will be new.

This project replaces:

EDCTA #	Vehicle Type	Mileage 07/12/2019
1013	2010 Chevy Minivan	128,381
1101	2011 Chevy Minivan	169,340
1301	2013 Chevy Minivan	174,178
1302	2013 Chevy Minivan	185,947
1303	2013 Chevy Minivan	179,702
0703	2007 Chevy 26- passenger bus	327,303
0704	2007 Chevy 26- passenger bus	374,901
0901	2009 Chevy 26- passenger bus	276,989
0902	2009 Chevy 26- passenger bus	276,130
0903	2009 Chevy 26- passenger bus	256,727

<i>COST SUMMARY (ESTIMATE)</i>	<u>Adopted Budget</u>	<u>Proposed Budget</u>
Five (5) Minivans	\$335,000	\$ 335,000
Five (5) Cut-A-Way Buses	\$548,000	\$ 548,000
Equipment Installation	- 0 -	\$ 91,880
Contingency 5%	\$ 44,150	\$ 44,150
Total Project Cost	\$927,150	\$1,019,030

FUNDING SOURCES

Federal Transit Administration (FTA) 5310		
Enhanced Mobility of Seniors and		
Individuals with Disabilities	\$610,000	\$ 610,000
State Transit Assistance	<u>\$317,150</u>	<u>\$ 409,030</u>
Total Revenue	<u>\$927,150</u>	<u>\$1,019,030</u>

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

Attachment B

PURCHASE ORDER NO. 25209

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

DATE: 08/01/19

ACCOUNT: 9910.09

CLASS: 125

TO: INIT INC
 424 NETWORK STATION
 CHESAPEAKE, VA 23320

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

Contact: Allison Swanson

Vendor Phone No: (757) 413-9100

Fax No:

PROMISED DELIVERY DATE		TERMS: NET 30		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		Equipment and Installation of Connect Card on Five (5) Minivans and Six (6) Cutaway Type Buses		
5		Minivans (see attached quote for detailed information on quantities, part numbers, and individual cost)	\$2,422.82	\$12,114.10
6		Cutaways (see attached quote for detailed information on quantities, part numbers, and individual cost)	\$9,367.82	\$56,206.92
1		11 Vehicle Software Licensing	\$13,559.00	\$13,559.00
1		Project Management	\$10,000.00	\$10,000.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority.			SUBTOTAL	\$91,880.02
			SHIPPING	
			SALES TAX	
			TOTAL	\$91,880.02
PURCHASING AGENT				

PLEASE NOTE CONDITIONS ON REVERSE SIDE

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



El Dorado - Connect Card Kits

Customer:	El Dorado	Warranty:	1 year after delivery
Prepared by:	Allison Swanson	Delivery:	17 weeks after receipt of an approved PO
Proposal:	2019-376-01	Invoicing	
Date:	10-Jul-19	Milestones:	35% upon notice to proceed 65% upon delivery or partial delivery
Validity:	90 days		

Description:

El Dorado would like to order eFare equipment including cables, wires, and antennas for 5 replacement vehicles (Dodge Caravan Minivans). El Dorado also requires complete eFare Connect Card kits for 6 expansion vehicles (Starcraft Cutaway Buses). The equipment included in this quote is listed in the price table below and includes installation services for all 11 vehicles including decommissioning, mobilization, and travel.

Project Management, System Engineering, and Vehicle Planning Support is also included with this proposal for scheduling, parts delivery, remote support, and coordination for this order.

Assumptions:

- INIT assumes that El Dorado will notify INIT at least 4 weeks ahead of the required onsite dates for installation & commissioning.
- INIT assumes that both installation & commissioning services will be completed in the same mobilization.
- INIT assumes that our service technicians performing the installation services will have access to a minimum of (3) buses per day during typical daytime working hours.
- Installation efforts are based on having all equipment, installation materials and vehicles ready at the time the technician arrives onsite. Additional travel expenses will be billed in the event of a delay once the technician has been dispatched.

Price:

Item	Description	Qty	Price per unit USD	Price total USD
5 Dodge Caravan Minivans				
1	Antennas		\$216.67	\$1,083.35
	Antenna Tri-band Mobile Mark (Part #PCH000000955-001)	5		
2	Mechanical Parts		\$1,446.69	\$7,233.45
	Bracket PROXmobil2 for 35mm Pole Mounting (Part #PRXMOB002HLT002-0000)	5		
	Clamp for 32mm Pole Mounting (Part #MC00PRMOMP05-03A-0000)	10		
	TOUCHit Bracket with Cable Pigtail (Part #CAB000003220-003-0050)	5		
	Bracket COPILOTpc2 (Part #COP0PC000HLT-001)	5		
	Bracket GPSgo2 Flush (Part #MC00GPSGO2VE-2A0)	5		

Item	Description	Qty	Price per unit USD	Price total USD
	Housing COPILOTpc (only vehicle w/o any mounting space) (Part #MC0COPPCHAZU4A0)	5		
	Spacers to mount housing (Part #PCH100000269032)	20		
3	Cables/Single Wires/Misc.		\$759.46	\$3,797.30
	Cable Power PROXmobil2 LiHH 5x0,5 (Part #CAB0000033140010800)	5		
	Cable Ethernet PROXmobil2 with DSUB (Part #CAB000003315001-0800)	5		
	Cable Antenna GPSgo2 (Part #CAB000003138102-0400)	5		
	Cable Antenna WLAN (Part #CAB000003137100-0400)	5		
	Cable Power/Crit COPILOTpc (Part #CAB000003070088-0100)	5		
	Cable Extension TOUCHit3 (Part #CAB000003071001-0600)	5		
	GPSgo2 RS232 cable (Part #CAB000003064014-0050)	5		
	Cable Power PROXmobil2 LiHH 5x0,5 (Part #CAB0000033140010800)	5		
	Single Wire Ignition (Part #CAB000000526003-0000)	5		
	Single Wire PWR_GND1 (Part #CAB000000531005-0000)	5		
	Single Wire PWR_+ 24V1 (Part #CAB000000530004-0000)	5		
	Single Wire PWR_+ 12V1(12V vehicles only) (Part #CAB000000530005)	5		
	Signal Wire ODO (Part #CAB000000524003)	5		
	Signal Wire REVGR (Part #CAB000000524004)	5		
	Signal Wire DOOR (Part #CAB000000524007)	5		
	WAGO Fuseblock Combined with Power Distribution Terminals (Part #CON000003185008-0000)	5		
6 Starcraft Cutaways				
4	Devices		\$5,360.31	\$32,161.86
	PROXmobil2 (Part #PRXMOB200000-002)	6		
	COPILOTpc2 with J1708 (Part #COP0PC000000-069)	6		
	GPSgo2 (Part #GPSGO0002000-13)	6		
	TOUCHit3 (Part #TCH0IT000000-008)	6		
5	Antennas		\$216.67	\$1,300.02
	Antenna Tri-band Mobile Mark (Part #PCH000001560-001)	6		
6	Mechanical Parts		\$1,092.78	\$6,556.68
	Bracket PROXmobil2 for 35mm Pole Mounting (Part #PRXMOB002HLT002-0000)	6		
	Clamp for 32mm Pole Mounting (Part #MC00PRMOMP05-3A0-0000)	12		

Item	Description	Qty	Price per unit USD	Price total USD
	TOUCHit Bracket with Cable Pigtail (Part #CAB000003220-003-0050)	6		
	Bracket COPILOTpc2 (Part #COP0PC000HLT-001)	6		
	Bracket GPSgo2 Flush (Part #MC00GPSGO2VE-2A0)	6		
7	Cables/Single Wires/Misc.		\$803.56	\$4,821.36
	Cable Power PROXmobil2 LiHH 5x0,5 (Part #CAB0000033140010800)	6		
	Cable Ethernet PROXmobil2 with DSUB (Part #CAB000003315001-0800)	6		
	Cable Antenna GPSgo2 (Part #CAB000003138102-0400)	6		
	Cable Antenna WLAN (Part #CAB000003137100-0400)	6		
	Cable Power/Crit COPILOTpc (Part #CAB000003070088-0100)	6		
	Cable Extension TOUCHit (Part #CAB000003071-001-0600)	6		
	GPSgo2 RS232 Cable (Part #CAB000003064-014-0050)	6		
	Single Wire Ignition (Part #CAB000000526003-0000)	6		
	Single Wire PWR_GND1 (Part #CAB000000531005-0000)	6		
	Single Wire PWR_+ 24V1 (Part #CAB000000530004-0000)	6		
	Single Wire PWR_+ 12V1(12V vehicles only) (Part #CAB000000530005)	6		
	Signal Wire ODO (Part #CAB000000524003)	6		
	Signal Wire REVGR (Part #CAB000000524004)	6		
	Signal Wire DOOR (Part #CAB000000524007)	6		
	WAGO Fuseblock Combined with Power Distribution Terminals (Part #CON000003185008-0000)	6		
8	Vehicle Software Licensing	6	\$1,894.50	\$11,367.00
9	Installation Services	1	\$13,559.00	\$13,559.00
	Installation of 5 Dodge Caravan Minivans			
	Installation of 6 Starcraft Cutaway Buses			
	Decommissioning of 5 Dodge Caravan Minivans			
	Mobilization			
	Travel (including 6 days on-site + 2 travel days)			
10	Project Management / System Engineering / Vehicle Planning and Support Service	1	\$10,000.00	\$10,000.00
	Grand Total excl. Tax			\$91,880.02

11	Annual Extended Hardware and Software Warranty Fee (applies after one year warranty)	1	\$2,556.57	\$2,556.57
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INIT contact:

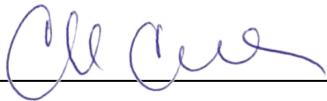
Name: Allison Swanson

Position: Account Manager

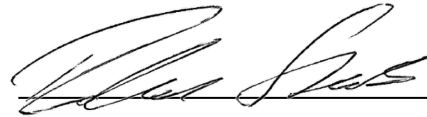
Phone: (206) 491-8933

Email: aswanson@initusa.com

Signature:



Carl Commons
Executive Director, Sales



Roland Staib
President & CEO

Terms of Delivery and Payment

All sales, delivery and other services rendered by INIT Inc. are performed exclusively according to the following terms and conditions unless otherwise agreed in writing by both parties.



I. Terms of Payment

INIT's offer is based upon the following terms of payment:
35% upon notice to proceed
65% upon delivery or partial delivery

Part deliveries are permissible and require corresponding part acceptances and part payments by customer. Payment is due within 20 days after an invoice is issued, payable without discount or set-off. All prices are net without tax.

In the event of a payment default by customer or an extension of time for payment, INIT will charge interest at a rate equal to the highest interest rate permitted by law.

Payment terms remain binding regardless of any delay in shipment, delivery or acceptance of services for reasons beyond INIT's control.

If failure to pay according to the terms of this Agreement causes this account to be assigned or referred to an attorney for collection, customer agrees to pay INIT's reasonable collection and/or attorney fees and all court costs.

II. Delivery Period

The delivery deadlines begin once the parties have agreed upon all of the technical requirements and specifications in writing. The delivery period will be reasonably extended in the following circumstances:

- if INIT has not timely received from customer the information and specifications required for performance of INIT's obligations, or customer requests modifications that cause the provision of services to be delayed.
- to the extent and during any event (a "Force Majeure Event") which is beyond the control of INIT and reasonably prevents INIT from fulfilling its obligations hereunder, including without limitation, fire, explosion, storm damage, flood, labor troubles including strikes, lockouts or slowdowns, government intervention, shortages of raw materials, labor or transportation, war, sabotage, riot or civil disturbances, or governmental regulation or statute; or
- if customer defaults in the performance of any of its obligations hereunder, including payment defaults.

The customer is not entitled to claim damages or cancel its purchase order upon delay in delivery where the delivery has been reasonably extended due to the foregoing reasons. Furthermore, INIT shall not be held liable for delay or failure in performance due to the occurrence of a contingency, including, without limitation, failure to deliver because of a Force Majeure Event.

III. Acceptances

Services or part services shall be deemed accepted upon delivery, unless customer contests acceptance specifying its reasons therefor in writing to INIT. If acceptance tests are agreed, minor deficiencies will not affect acceptance. Minor discrepancies or a lack of cooperation by the customer (i.e. missing or delayed delivery of required material, data provision, etc.) do not justify refusal of acceptance. Use of the delivered system, or sub-system, or components of it, constitutes customer acceptance.

IV. Risk of Loss

Title and risk of loss pass to customer upon dispatch of the services "ex works from INIT's facility" (or, at INIT's sole option, from its contractor's facility), it being understood that INIT's only responsibility is to make the goods and/or services available at the applicable facility, and customer shall have all other responsibilities, including without limitation, loading the goods. To the extent of any delay because of a Force Majeure Event, any goods and necessary equipment will be stored and insured at the risk and at the expense of customer.

V. Prices

Prices exclude packing, freight and insurance. Payment will be made in United States dollars without any deductions whatsoever. The customer shall be liable for all taxes, dues, fees and customs duties.

INIT reserves the right to adjust prices in the event of any changes in wage rates or costs of raw materials (to the extent applicable) subsequent to quotations and prior to performance of orders.

VI. Installation Costs

Costs for installation are not included when not otherwise stated in the offer. Likewise, the matching of INIT's equipment to non-standard interfaces and mounting conditions is not included in the offer.

The costs for installation are included in a price quote to the extent the installation of devices is offered and a location or vehicle inspection has been conducted. Because all mounting conditions cannot be completely clarified in an inspection, changes and alterations in the scope of delivery may occur after the detailed planning phase of the installation has been carried out. The costs for these alterations shall be verified, substantiated and charged in an additional invoice.

As a prerequisite to the installation of software systems, customer shall supply a cost-free modem before the initial installation and make available to INIT the computer systems required for matching works at INIT's offices free of charge. All installation as well as connection costs shall be borne by the customer. In case ISDN or Datex P connection is not available in time the additional costs incurred will be charged to the customer's account.

VII. Customer Cooperation

The customer is responsible for supplying qualified personnel for project supervision.

VIII. Travel Expenses/ Hourly Wages

Travel expenses shall be charged additionally as far as not otherwise stated. Travel expenses consist of travel costs, accommodation costs, daily expenses and any other such costs that may arise hereunder. Travel time is valid as working time and shall be charged according to the valid hourly wage at the time period in question. The calculation of additional services is at present:

• Senior Project Manager / Senior Engineer	US-\$/hr	230.00
• Project manager / Software and Hardware Engineer	US-\$/hr	190.00
• Service technician / Repair/Production	US-\$/hr	135.00

Working hours during 07:00 p.m. and 07:00 a.m. and extra work shall be deemed overtime and shall be charged at 150% of the applicable rate. Work on Saturdays, Sundays and Public Holidays shall be charged at twice the applicable rate.

IX. Terms of Delivery

The Virginia Uniform Commercial Code and the "General Delivery Terms and Conditions for Products and Services of the Electric Industry," are hereby incorporated herein and are also applicable to the extent not inconsistent with the terms and conditions set forth herein. Deliveries are made "ex works from INIT's facility" (or, at INIT's sole option, from its contractor's facility), excluding packing, freight and insurance. Re-usable package material can be returned to INIT.

X. Shipment and Insurance

INIT shall be notified promptly of any special requirements regarding shipment and insurance. The customer will arrange for shipment at customer's sole cost and risk. The customer shall notify the carrier making delivery of any complaint arising out of shipment immediately upon receipt of the services or any shipping documents. Until the purchase price has been paid in full, customer shall procure, at its sole cost and expense, insurance meeting INIT's reasonable approval covering any goods or necessary equipment against all risk, naming INIT as a beneficiary and loss payee..

XI. Limited Warranty

All services, software and hardware sold or delivered to customer are expressly subject to the terms and conditions of INIT's limited warranty set forth herein. No contrary terms in any customer letter, purchase order or accompanying payment shall have any effect.

THE WARRANTIES SET FORTH HEREIN ARE MADE IN LIEU OF ALL OTHER WARRANTIES NOW OR HEREINAFTER MADE OR IMPLIED. INIT DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT AND UNDER NO THEORY WHATSOEVER SHALL INIT BE LIABLE FOR ANY HARM OR DAMAGE, WHETHER INDIRECT, CONSEQUENTIAL OR

Terms of Delivery and Payment

All sales, delivery and other services rendered by INIT Inc. are performed exclusively according to the following terms and conditions unless otherwise agreed in writing by both parties.



SPECIAL, SUFFERED BY CUSTOMER. CUSTOMER'S SOLE REMEDY SHALL BE REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AT INIT'S OPTION.

In the event that customer makes a claim under this warranty, such claim must be submitted in writing, and customer will follow all warranty reimbursement procedures, will promptly and diligently execute all refit, recall and other similar programs instituted by INIT with respect to the services sold hereunder. Any software or hardware claimed to be defective shall, at INIT's option, be returned to INIT or held by customer for inspection. The customer's right to repair or replacement is subject to the express condition that such parts were correctly installed and maintained.

The limited warranty period for the delivered software is one year after delivery of services or part services. Elimination of possible faults during the warranty period is guaranteed under the following terms:

- The customer has correctly filled out and sent back to INIT the software performance report (SPR) which is included in the delivery.
- The fault is reproducible or can be understood and re-enacted.
- The customer has a modem connection (ISDN or Datax P – Connection costs are carried by customer) and makes it possible for INIT to carry out remote diagnosis during operation.

The warranty conditions of the third party apply for third party hardware deliveries.

The limited warranty set forth herein shall also apply for one year from delivery with respect to hardware.

XII. Technical Documentation

In connection with providing customer with sales quotations, INIT may communicate to customer certain proprietary and confidential information to enable customer to decide whether to purchase services from INIT. Customer will hold and will cause its employees, representatives, consultants, and advisors to hold such information in strict confidence, and will not release or disclose such information to any other person. Proprietary information shall include all documents belonging to INIT to which customer may have access in the course of preparing and negotiating, signing, and implementing a purchase order, including without limitation, pictures, diagrams, color samples and swatches, capacities, dimensions, and weights data. INIT's technical know-how is embodied in such proprietary information, which remains INIT's exclusive intellectual property and shall not be copied or reproduced or communicated to third parties. The proprietary information shall be returned to INIT immediately if quotations do not result in an order, or at any time upon INIT's request. INIT reserves the right to make a charge for any preparatory project work which exceeds projected costs customary in the industry and does not result in an order.

XIII. Integration of Systems and Equipment

If customer places an order for the integration of systems and equipment that have not been supplied exclusively by INIT, prices will be based on the information available before the order was placed. i.e.:

- general information available on these systems and equipment;
- information made available by customer; and
- an inspection of the equipment if applicable.

If this basis of information changes during the project additional expenditure may arise. INIT shall be entitled to charge for such additional services rendered.

If there is no information available on the third-party systems at the beginning of a project or if this information is incomplete, the quotation submitted by INIT shall be subject to change upon receipt of the information and of the facilities necessary to integrate this third-party system being supplied to INIT free of charge, comprehensively and on time. INIT will not bear any costs involved in procuring this information. If information is incomplete or not available on time, INIT will not bear the responsibility for any ensuing delays in meeting schedules or pay any extra costs incurred.

If INIT is not appointed as the main contractor or system supplier, INIT can only accept technical responsibility for the creation and proper functioning of the components supplied by INIT for the interfaces to the third-party systems. Technical responsibility comprises the technical specifications and the test on the interfaces on the basis of the information and facilities

made available. It does not include responsibility for third-party systems' interfaces functioning on schedule and correctly.

XIV. Limitation of Liability

NEITHER INIT NOR ITS AFFILIATES, EMPLOYEES OR AGENTS SHALL BE LIABLE TO CUSTOMER, OR ITS AFFILIATES, EMPLOYEES OR AGENTS FOR ANY LOSSES OR CLAIMS ARISING OUT OF OR CONNECTED WITH ANY ACT OR OMISSION OF INIT UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF INIT, ITS AFFILIATES, EMPLOYEES OR SUBCONTRACTORS. UNDER NO CIRCUMSTANCES SHALL INIT BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, PRODUCTION FAILURE, LOSS OF UTILIZATION, LOSS OF ORDERS, LOSS OF PROFIT, AND ALL OTHER SUCH INDIRECT DAMAGES. ALL CLAIMS BY CUSTOMER, OTHER THAN AS SET FORTH HEREIN ARE EXCLUDED.

XV. Protection Rights

All intellectual property rights and commercialization rights of the software and other intellectual property remain with INIT. Upon payment, customer purchases user rights for the delivered software. The right of use allows the use of the software only by customer. The customer does not have the right to allow others to use the software. The customer purchases a number of workplace licenses and has the right to install the software on the same number of computers. Backup-copies of the software may be made only for customer's own use to secure data. Statements concerning protection rights remain on the copies. Specific manufacturer's terms of licenses apply for third party hardware and software.

XVI. Applicable Law

In the event of a conflict between customer and INIT regarding the purchase of services hereunder, customer and INIT agree that (a) any actions or claims brought shall be governed by the laws of **the Commonwealth of Virginia**, without regard to its choice of law rules, and (b) such action or claim shall be brought exclusively in **the Commonwealth of Virginia before the courts in the City of Chesapeake or the United States District Court for the Eastern District of Virginia, Norfolk Division**.

XVII. Compliance with Laws

INIT bears no responsibility or liability for the services' compliance with any laws, statutes, ordinances or regulations that may be applicable to customer or customer's use of the services. The customer is responsible for ensuring that the services and their use comply with any and all applicable regulations in the country or state concerned.

XVIII. Validity

The terms and conditions set forth herein shall be applicable to every purchase of INIT's Products made by customer, whether under INIT's or customer's purchase orders, or otherwise. In the event of any term or condition herein being or becoming invalid or non-effective, the validity and effectiveness of the remainder of these terms and conditions will remain completely intact. Any conditions contrary to the terms and conditions set forth herein imposed by customer shall be valid only if expressly acknowledged in writing by INIT.

XIX. Conclusion of Contract

All offers are subject to confirmation. The contract will be valid only by INIT's written order confirmation or by execution of the order if no other agreement is made.

Verbal information and statements, literature and advertisements, especially descriptions, drawings, pictures, samples, details on quality, nature, consistence, services, consumption and usability as well as measures and weights of the goods are for informational purposes only, unless they are expressly identified as binding. Such representations imply no warranty or guarantee.

AGENDA ITEM 2 A
Action Item

MEMORANDUM

DATE: August 1, 2019
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

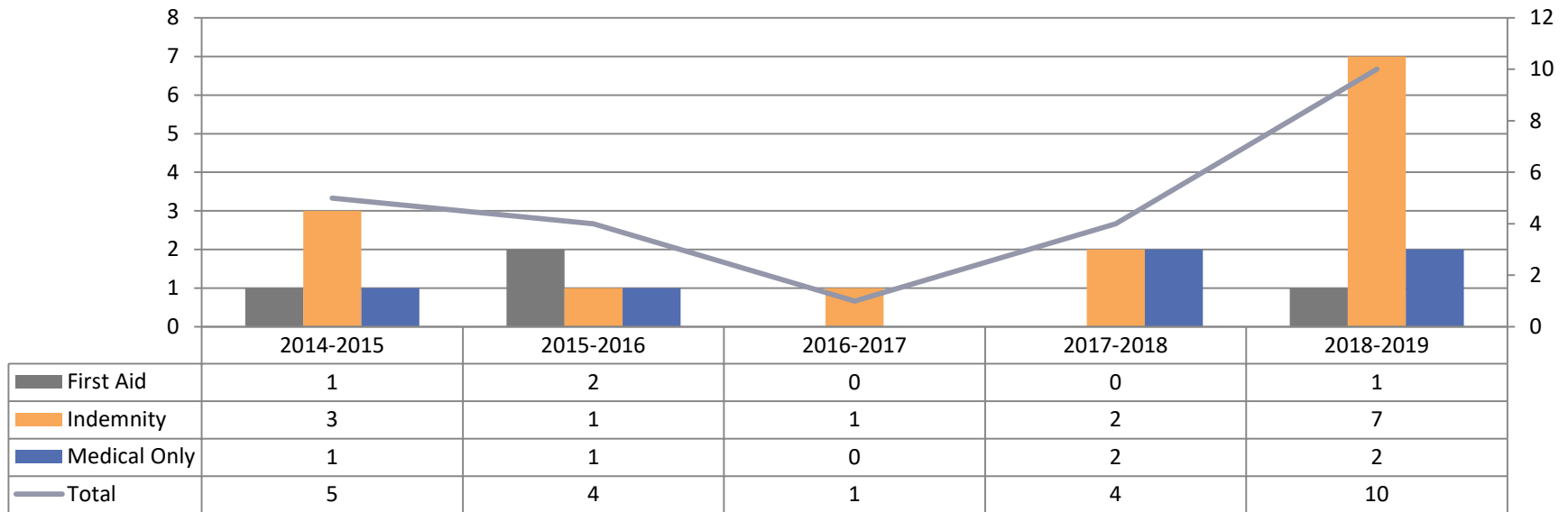


Workers' Compensation Trending Report for El Dorado County Transit Authority

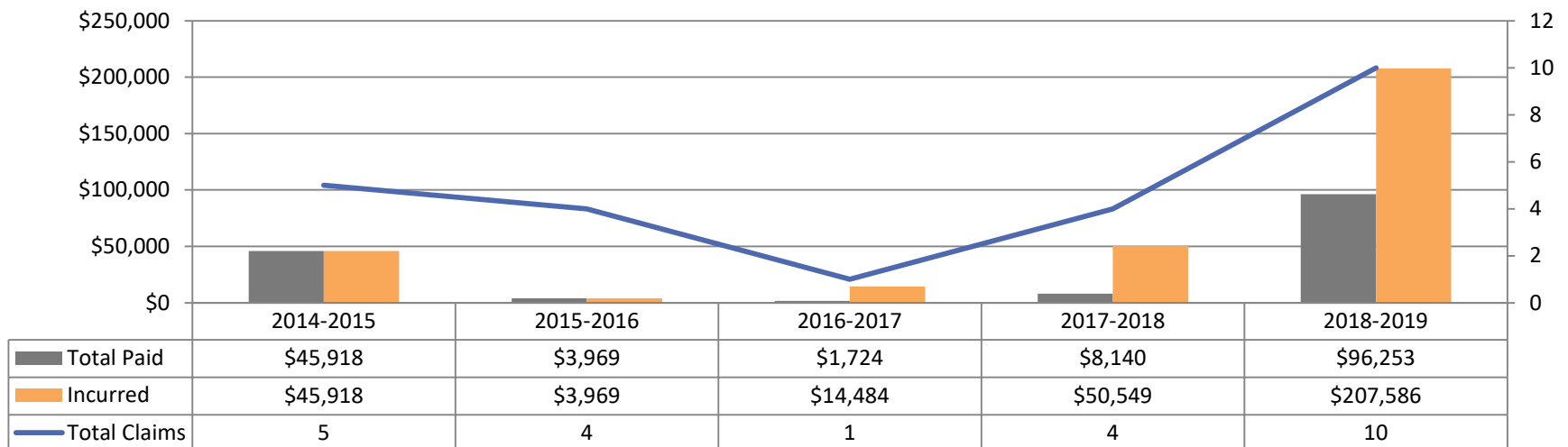
July 2019

york.

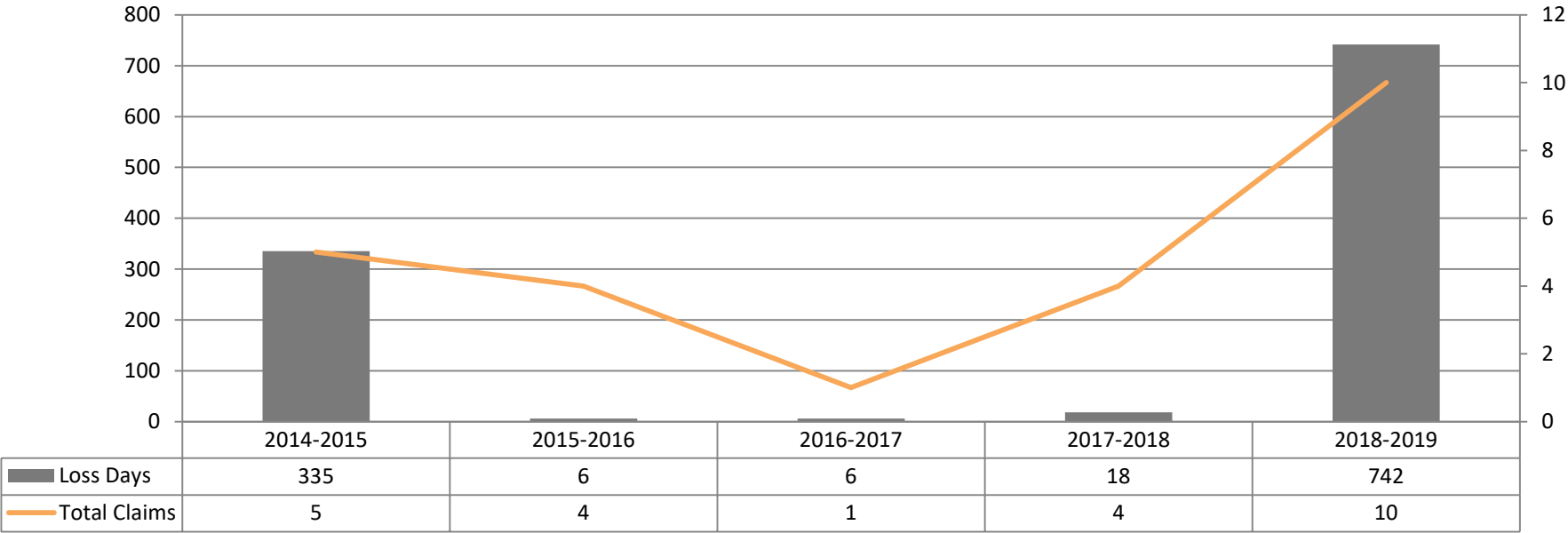
Claim Type by Fiscal Year



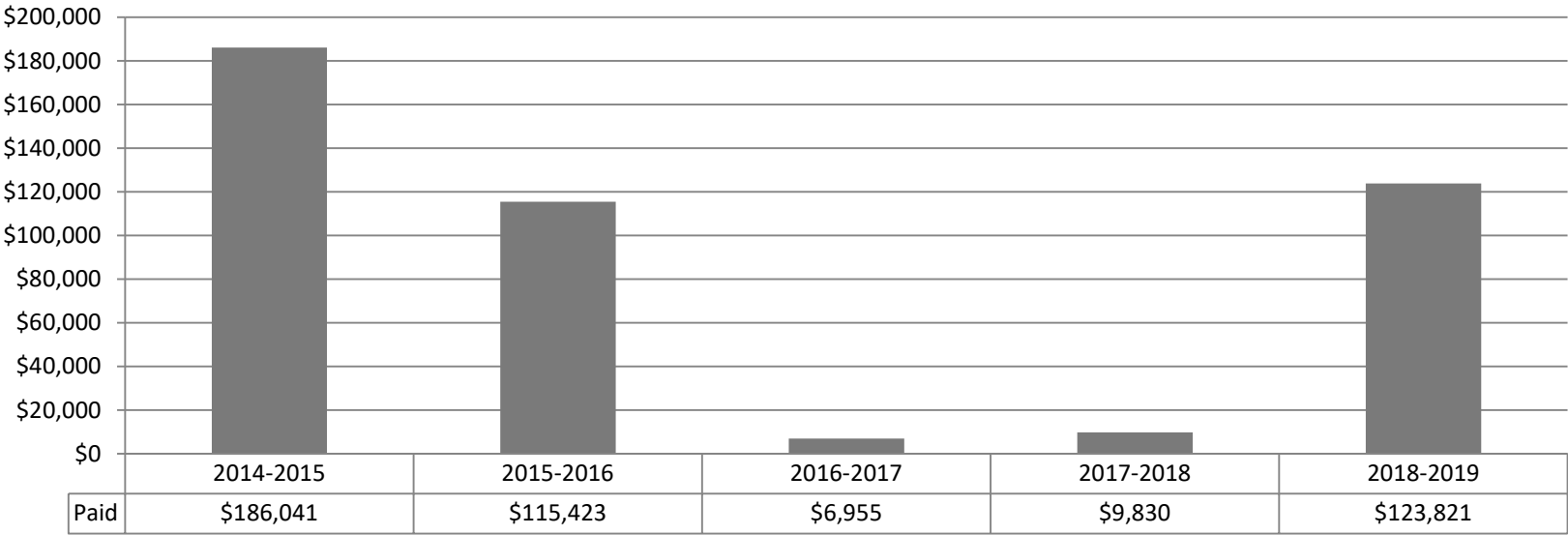
Total Paid and Incurred by Fiscal Year for Injuries within the Fiscal Year



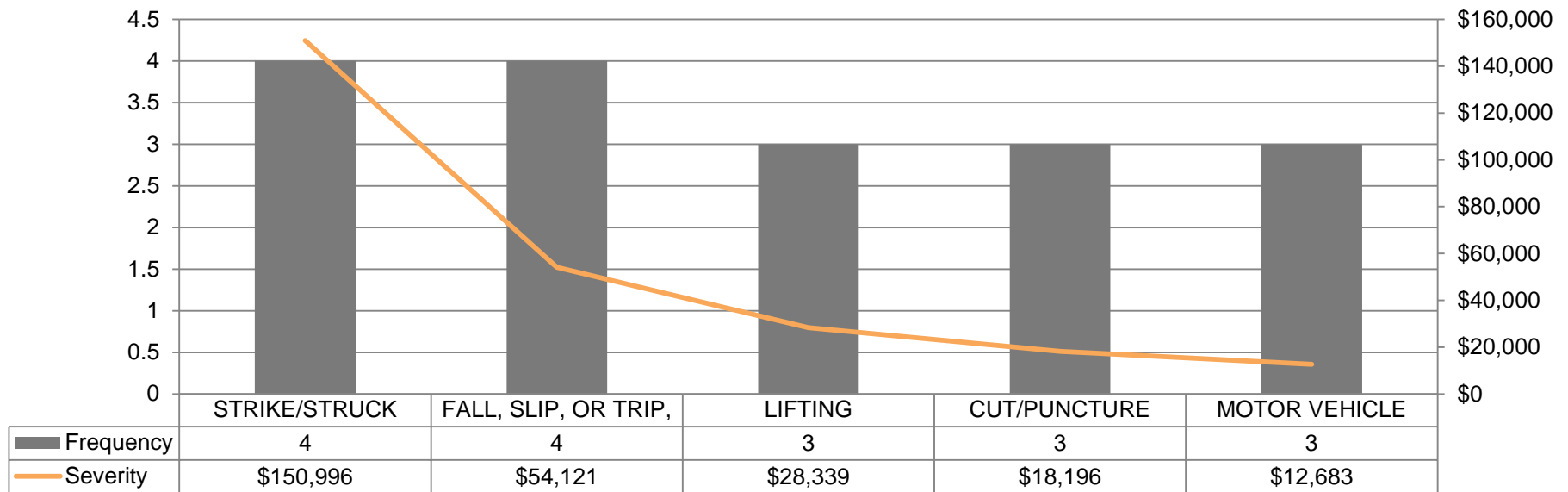
Loss Days for Injuries within Fiscal Year



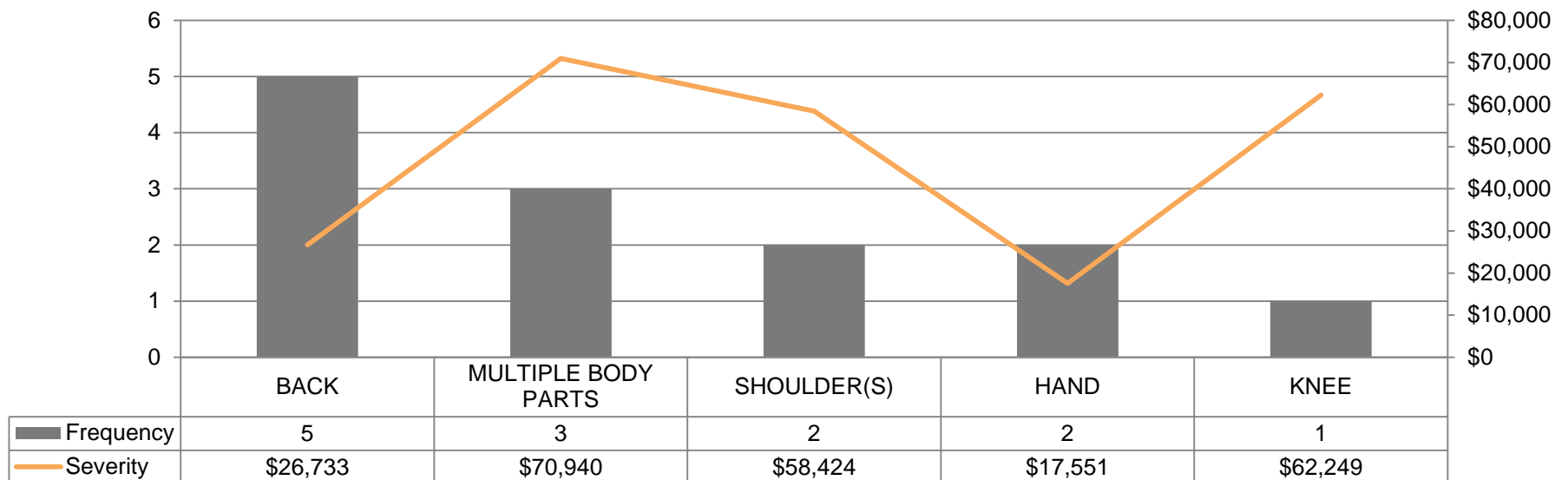
Total Paid During Fiscal Year Regardless of Injury Date



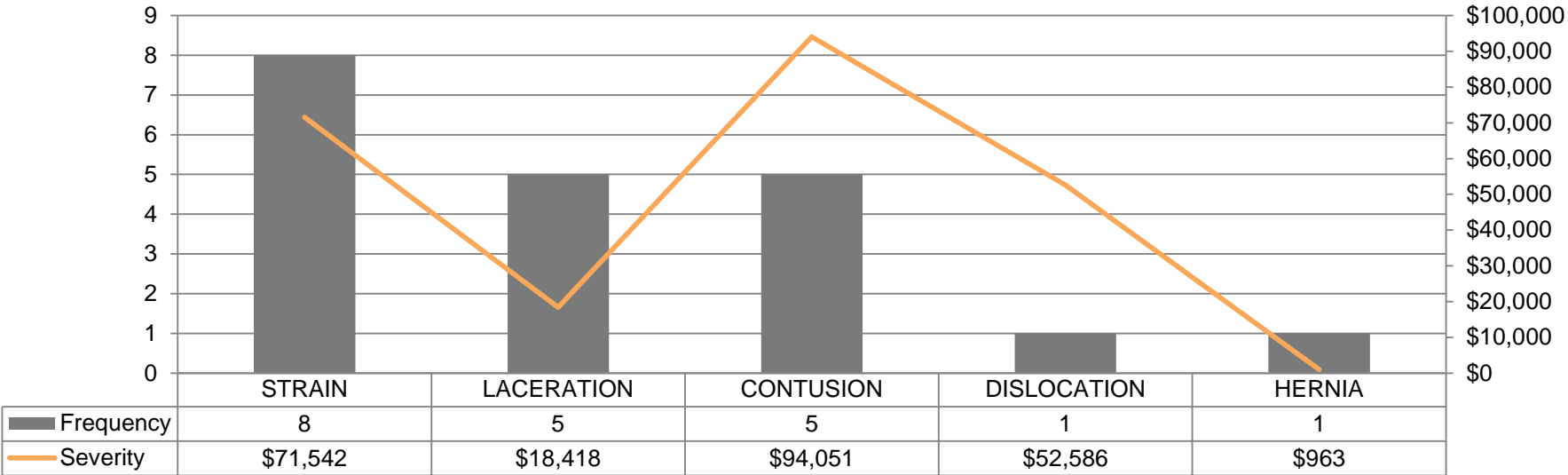
Top 5 Cause of Injury Fiscal Year 2014-2019



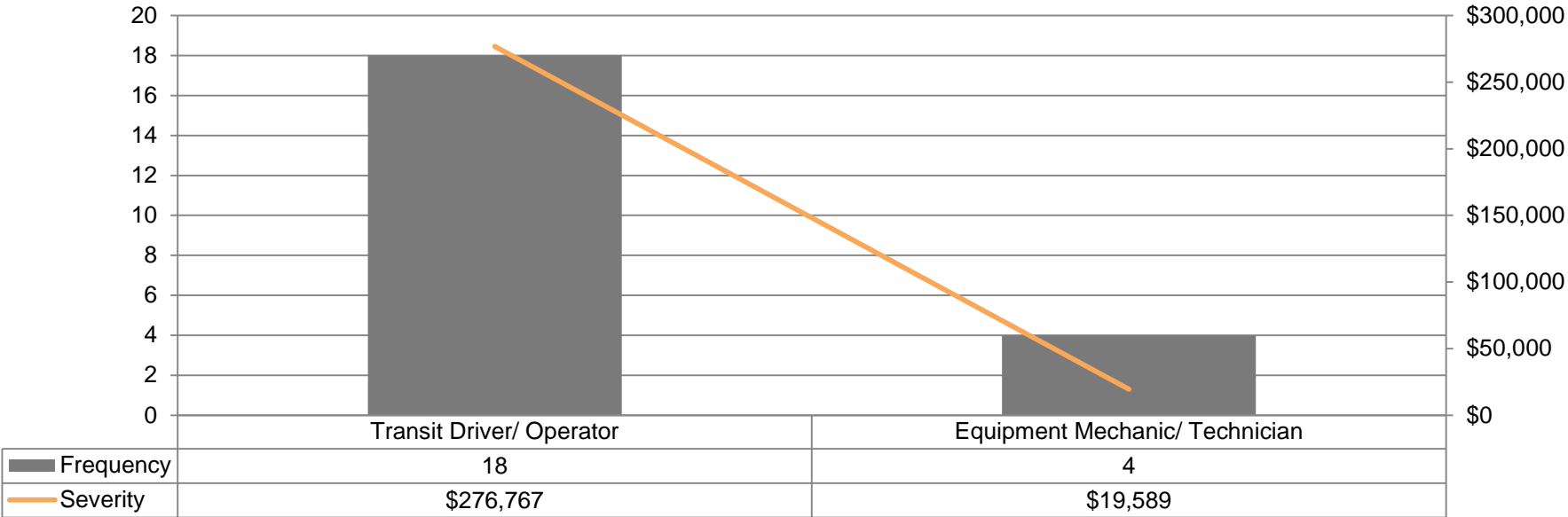
Top 5 Part of Body Injured Fiscal Year 2014-2019



Top 5 Nature of Injury Fiscal Year 2014-2019



Occupation of Injury Fiscal Year 2014-2019



Top 10 Claims Fiscal Year 2014-2019

Claim Number	Description	Injury Date	Status	Loss Days	Paid	Incurred
SDWA-559672	Slipped on gravel while performing inspection striking knee on bumper	7/2/2018	O	350	\$35,003	\$62,249
SDWA-560093	Injury to left hand, leg, and foot from motor vehicle accident	1/2/2019	O	168	\$17,651	\$58,145
SDWA-560066	Tripped and fell over a concrete parking block and dislocated shoulder	12/11/2018	O	196	\$26,756	\$52,586
SDWA-559272	Hit head while having a seizure	12/11/2017	C	18	\$30,602	\$30,602
SDWA-556960	Injured upper arm while lifting bicycle rack to stow away	11/12/2014	C	250	\$27,377	\$27,377
SDWA-559901	Back strain from driving bus	9/21/2018	O	0	\$10,098	\$20,489
SDWA-556932	Smashed right hand against metal brack while installing a fan belt	10/20/2014	C	77	\$17,551	\$17,551
SDWA-560287	Motor vehicle accident causing injury to neck, right arm, and waist area	4/16/2019	O	28	\$5,088	\$12,460
SDWA-558611	Pain in right shoulder from shifting gears	3/31/2017	C	6	\$5,837	\$5,837
SDWA-557580	Low back injury while moving a seat in the wheelchair accessible area	11/9/2015	C	6	\$3,969	\$3,969

AGENDA ITEM 3 A
Information Item

MEMORANDUM

DATE: August 1, 2019

TO: El Dorado County Transit Authority

FROM: Brian James, Planning and Marketing Manager

SUBJECT: 2019 Fair Shuttle Ridership

REQUESTED ACTION:

BY MOTION,

None. Information Only

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) is proud to have provided shuttle service for the El Dorado County Fair, June 13 through June 16, 2019. This was the twenty-seventh (27th) year that El Dorado Transit provided a Fair Shuttle. The Fair Shuttle was funded through a grant from the El Dorado County Air Quality Management District and was provided free to the public. The service ran as planned from two (2) offsite parking locations to the Green Gate on Placerville Drive from thirty (30) minutes before the gates opened to thirty (30) minutes after the Fair closed each day.

DISCUSSION

During the four days of the fair, El Dorado Transit provided 10,121 trips for an average of just over 2,500 people per day. This was a decrease of 826 passengers or 7.5 percent compared to the previous year. The following page contains annual ridership data for the past 14 years, and shows an overall gradual decline in ridership.

The final trip count per day for the 2019 Fair Shuttle was as follows:

Day	Trips
Thursday	2,547
Friday	2,511
Saturday	3,253
Sunday	1,810
Total	10,121

Overall the 2019 Fair Shuttle operation went smoothly, with no serious service disruptions and generally very positive feedback from passengers.

The Placerville Police Department operated a portable overhead light for three of the four days that was placed on the western side of Placerville Drive above the crosswalk which vastly improved visibility for pedestrians and drivers.

Management would like to thank the El Dorado Transit supervisors, safety coordinator and operators for running a smooth, safe and very friendly operation; the El Dorado County Air Quality Management District for funding the 2019 El Dorado County Fair Shuttle and Fair Association staff for their support.

El Dorado County Fair Shuttle Ridership Per Year



Year	# of Passengers
2006	14,020
2007	14,417
2008	14,035
2009	14,773
2010	12,856
2011	14,384
2012	11,293
2013	12,025
2014	11,290
2015	10,525
2016	12,100
2017	9,466
2018	10,947
2019	10,121

