



# EL DORADO TRANSIT

County of El Dorado  
Board of Supervisors Meeting Room  
330 Fair Lane, Bldg. A  
Thursday, February 6, 2020; 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

### ELECTION OF OFFICERS

PAGE

A. Election of Chairperson and Vice-Chairperson for Calendar Year 2020

4

B. Oath of Office

### CEREMONIAL ITEMS

A. Newly elected Chairperson plaque presentation to outgoing Chairperson Mark Acuna

### 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.

<b>1.</b>	<b><u>CONSENT CALENDAR</u></b>	<b><u>PAGE</u></b>
	A. Approve Conformed Minutes of Regular Meeting December 5, 2019	5
	B. Receive and File November and December 2019 Check Registers	8
	C. Receive and File November and December 2019 Ridership Reports	15
	D. Receive and file Quarterly Investment Reports for the periods ending 09/30/2019 and 12/31/2019	20
	E. 1. Adopt Resolution No. 20-01 Authorizing the Executive Director to File Applications for Federal Administration Funding Programs	23
	2. Adopt Resolution No. 20-02 Authorizing the Executive Director to File Application specific to the Federal Transit Administration Section 5311 Grant Program	
	F. 1. Award contract for preliminary design and engineering services for the County Line Multi-Modal Transit Center to the lowest responsible bidder, consistent with the bid documents	28
	2. Approve Purchase Order No. 25247 issued to CTA Engineering in an amount not to exceed \$29,580	
	3. Authorize the Executive Director to execute the contract, including change order authority not exceeding ten percent of the contract price and to execute all related documents necessary to complete the project within the approved budget	
	G. 1. Award contract to Orion Outdoor Media for bus shelter advertising and maintenance services consistent with the scope of work in Request for Proposal No. 19-03	46
	2. Authorize the Executive Director to finalize terms, exercise future options and execute all documents related to the contract award from Request for Proposal No. 19-03	
	H. Approve Revised Blanket Purchase Orders above \$25,000 for Fiscal Year 2019/20	75
<b>2.</b>	<b><u>ACTION ITEMS</u></b>	
	A. Approve Revisions to the El Dorado County Transit Authority Employment Background Check Policy	83

<b>2.</b>	<b><u>ACTION ITEMS CONTINUED</u></b>	<b><u>PAGE</u></b>
	B. Adopt Resolution No. 20-03 approving the <b><u>El Dorado County Transit Authority Personnel Policies and Procedure Manual</u></b> with revisions and additions	97
	C. 1. Adopt Fiscal Year 2019/20 Revised Mid-Year Operating Budget Adjustments	99
	2. Approve the use of Contingency funds to offset reduction in revenues	
<b>3.</b>	<b><u>INFORMATION ITEMS</u></b>	
	A. Newsletter	103

**EXECUTIVE DIRECTOR REPORT \***

**BOARD MEMBER COMMENTS \***

**ADJOURNMENT**

\* Verbal Report

NEXT REGULARLY SCHEDULED  
EL DORADO COUNTY TRANSIT AUTHORITY BOARD MEETING  
Thursday, March 5, 2020 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](http://www.eldoradotransit.com)*

AGENDA ITEM  
Election of Officers

**MEMORANDUM**

**DATE:** February 6, 2020

**TO:** El Dorado County Transit Authority

**FROM:** Megan Wilcher, Secretary to the Board/Administrative Coordinator

**SUBJECT:** Election of Chairperson and Vice-Chairperson

**REQUESTED ACTION:**

**BY MOTION,**

**Elect Chairperson and Vice-Chairperson for Calendar Year 2020**

**BACKGROUND**

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

***Chairperson Duties***

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

***Vice-Chairperson Duties***

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

**DISCUSSION**

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



**County of El Dorado  
Board of Supervisors Meeting Room  
330 Fair Lane, Bldg. A  
Thursday, December 5, 2019; 1:00 PM**

**EL DORADO COUNTY TRANSIT AUTHORITY  
CONFORMED MINUTES  
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**

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

**ROLL CALL**

**Directors Present: Mark Acuna, John Hidahl, Kara Taylor, Brian Veerkamp  
Directors Absent: Shiva Frentzen**

**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.

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

## **OPEN FORUM**

None

### **1. CONSENT CALENDAR**

- A. Approve Conformed Minutes of Regular Meeting November 7, 2019
- B. Receive and File October 2019 Check Registers
- C. Receive and File October 2019 Ridership Reports
- D. Approve El Dorado County Transit Authority Board of Directors Proposed Meeting Schedule for Calendar Year 2020
- E. Receive and File Independent Financial Audit, Single Audit and Compliance Reports for Fiscal Year 2018/19 for the El Dorado County Transit Authority
- F. Receive and File the Final Western El Dorado County 2019 Short- and Long-Range Transit Plan
- G. Approve the updated 2019 El Dorado Transit Americans with Disabilities Act Paratransit Compliance Plan
- H. 1. Adopt Resolution No. 19-28 approving the update of the El Dorado County Transit Authority Title VI Program  
  
2. Authorize Executive Director to execute all documents necessary for implementation of the Title VI Program
- I. Adopt Resolution No. 19-29 authorizing the Executive Director to Submit an Application to the El Dorado County Air Quality Management District AB2766 Motor Vehicle Emission Reduction Grant Program

### **2. ACTION ITEMS**

None

### **3. INFORMATION ITEMS**

None

## **EXECUTIVE DIRECTOR REPORT \***

## **BOARD MEMBER COMMENTS \***

### **RECESS TO CLOSED SESSION**

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

**Recessed to Closed Session at 1:09 PM**

### **RECONVENE TO OPEN SESSION AND CLOSED SESSION REPORTS**

**Reconvened to Open Session at 1:35 PM. No report out.**

### **ADJOURNMENT**

**Chairperson Acuna adjourned the meeting at 1:35 PM. The next regularly scheduled meeting is Thursday, February 6, 2020**

\* Verbal Report

AGENDA ITEM 1 B  
Consent Item

**MEMORANDUM**

**DATE:** February 6, 2020  
**TO:** El Dorado County Transit Authority  
**FROM:** Julie Petersen, Finance Manager  
**SUBJECT:** Receive and File November and December 2019 Check Registers

**REQUESTED ACTION:**

**BY MOTION,**  
Receive and File November and December 2019 Check Registers

**BACKGROUND**

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

**DISCUSSION**

Twelve (12) items merit further detail;

Check #33728 – B&M Builders LLC.....\$5,450.74  
This warrant pays the obligation for Progress Payments #4 for costs associated with the Pollock Pines Bus Stop Improvements using State Transit Assistance Funds (STA); CIP Project #19-02.

Check #1011 – Orion Outdoor Media.....\$2,400.00  
This warrant pays the obligation for installation of Bus Shelters for the Western Placerville Interchange (WPI) project using Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) funds; CIP Project #12-06.

Check #1012 – Spot-On Sign & Graphics.....\$1,051.78  
This warrant pays the obligation for signage at the Western Placerville Interchange (WPI) project using Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) funds; CIP Project #12-06.

Check #33777 – EDCTC - El Dorado County Transportation Commission.....\$2,865.19  
This check pays an obligation for management of the County Line Transit Center Study contract using Local Transportation Funds (LTF).

Check #33797 – Creative Bus Sales.....\$4,504.50  
This check pays the November 2019 lease obligation for a 2018 Ford Cutaway using Local Transportation Funds (LTF).

Check #33816 – B&M Builders LLC.....\$5,278.05  
This warrant pays the obligation for the final Payment for costs associated with the Pollock Pines Bus Stop Improvements using State Transit Assistance Funds (STA); CIP Project #19-02.

Check #33827 – Creative Bus Sales.....\$4,504.50  
This check pays the December 2019 lease obligation for a 2018 Ford Cutaway using Local Transportation Funds (LTF).

Check #33855 – Access Systems Inc.....\$11,797.82  
This check pays an obligation for item associated with the five (5) year IT Replacement Plan using State Transit Assistance (STA) funds; CIP Project #19-01.

Check #33861 – City National Bank.....\$65,415.53  
This check pays an obligation for Payment #6 of the Capital Purchase of five (5) MCI Commuter Coaches using Local Transportation Funds (LTF).

Check #33893 – Creative Bus Sales.....\$4,504.50  
This check pays the January 2019 lease obligation for a 2018 Ford Cutaway using Local Transportation Funds (LTF).

Check #33905 – Liberty Mutual Insurance.....\$14,018.00  
This check pays the obligation for the Commercial Property Insurance Package for 2020 using Local Transportation Funds (LTF).

Check #33916 – Talley, Inc.....\$502.61  
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.

# EL DORADO COUNTY TRANSIT AUTHORITY

## Check Register

November through December 2019

Date	Num	Name	Memo	Amount
11/04/2019	33726	ARNOLDS FOR AWARDS	EOM Engraving - November 2019	12.50
11/04/2019	33727	AT&T MOBILITY	Monthly Utilities	185.32
11/04/2019	33728	B&M BUILDERS LLC	Pollock Pines Bus Stop-Prog Pymt #4	5,450.74
11/04/2019	33729	CDW GOVERNMENT	Malwarebytes Business License-1 year-Qty 33	1,860.21
11/04/2019	33730	COMCAST	High Speed Cable Internet-Oct 2019	243.08
11/04/2019	33731	DS/ED FIREFIGHTERS ASSOCIATION	Hall Rental for VTT Mtg 2020	440.00
11/04/2019	33732	EMP. MISC. REIMBURSEMENT	DMV Permit Fee - VA	78.00
11/04/2019	33733	EMP. MISC. REIMBURSEMENT	Connect Card Refund - MC	50.00
11/04/2019	33734	EMP. MISC. REIMBURSEMENT	Regular Unleaded Fuel	29.13
11/04/2019	33735	IMAGE FACTORY	Native Timetable Files for Local Guide	75.00
11/04/2019	33736	IMAGE SOURCE	Brouchure Design	1,598.07
11/04/2019	33737	IMPERIAL PRINTING-HKR	Vehicle Graphics Repairs	2,789.57
11/04/2019	33738	J. C. NELSON SUPPLY CO.	Janitorial Supplies	197.31
11/04/2019	33739	ORION OUTDOOR MEDIA-1	Install Bus Shelter @ Pollock Pines	1,200.00
11/04/2019	33740	PACIFIC GAS & ELECTRIC	Monthly Utilities	455.70
11/04/2019	33741	PATRIDGE TIRES AND SERVICE	3-Axle Alignments	390.00
11/04/2019	33742	RAMOS ENVIRONMENTAL SERVICES	Hazardous Waste & Used Oil Pick Up	418.71
11/04/2019	33743	RTS IT INC	ITCaren Cloud & Local Backup Srvc-Nov 2019	4,592.50
11/04/2019	33744	EL DOB ENTERPRISES LLC	Tires #0901	1,221.07
11/04/2019	33745	TOWN CENTER EAST LP	Lease Pymt for November 2019 P&R	700.00
11/04/2019	33746	ZEP MANUFACTURING CO.	Bus Cleaning Supplies	590.57
11/04/2019	33747	QUILL	Misc.Office Supplies	191.26
11/05/2019	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY DATE NOV. 1, 2019	4,241.30
11/06/2019	EFT TRANS	CalPERS - HEALTH BENEFIT SERVICE DIVISION	Health Premium - November 2019	34,961.64
11/06/2019	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #22 CLASSIC	12,031.49
11/06/2019	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #22 PEPRA	9,743.75
11/06/2019	33748	A-Z BUS SALES	Parts & Supplies	209.32
11/06/2019	33749	ABSOLUTE GLASS INC	Windshield Repair #1202	45.00
11/06/2019	33750	AFTERMARKET PARTS CO LLC	Parts & Supplies	3,481.43
11/06/2019	33751	AUTOZONE	Parts & Supplies	557.32
11/06/2019	33752	BUS & EQUIPMENT REPAIR OF CA	Parts & Supplies	1,308.56
11/06/2019	33753	C & H MOTOR PARTS	Parts & Supplies	120.45
11/06/2019	33754	CALIFORNIA CUSTOM TEE'S	New Uniforms - KH, KB	137.32
11/06/2019	33755	CAPITOL CLUTCH & BRAKE	Parts & Supplies	2,443.68
11/06/2019	33756	DAWSON OIL	Fuel Purchases-October 2019	60,006.52
11/06/2019	33757	DENTONIS	Taper Spring #0707	1,151.65
11/06/2019	33758	FASTENAL	Shop Supplies	128.12
11/06/2019	33759	FLEMING DISTRIBUTING CO.	Additives PM Services	462.09
11/06/2019	33760	GCR TIRES & SERVICE	Tires #1701 #1705	2,430.70
11/06/2019	33761	GILLIG LLC	Parts & Supplies	1,616.56
11/06/2019	33762	GILLIG LLC	Repairs to #1703	9,080.04
11/06/2019	33763	KINETICO WATER OF PLACERVILLE	Drinking Water Service Nov 2019	42.90
11/06/2019	33764	MAG LANDSCAPING INC	October 2019 - Lanscape Service	690.00
11/06/2019	33765	MISSION UNIFORM SERVICE	Towels, Mats, Uniforms	333.02
11/06/2019	33766	OREILLY AUTO PARTS	Parts & Supplies	555.21
11/06/2019	33767	RIEBES AUTO PARTS	Parts & Supplies	122.44
11/06/2019	33768	RON DUPRATT FORD	Parts & Supplies	4,872.36
11/06/2019	33769	TRUE VALUE HARDWARE	Parts & Supplies	89.72
11/06/2019	33770	WESTERN SUPPLY INC	Equal Balance Bags	202.25
11/06/2019	33771	EMP. MISC. REIMBURSEMENT	Bicycle Claim - GLM III	350.00
11/06/2019	33772	OPERATING ENGINEERS - MEDICAL	Health Premiums - November 2019	53,900.00
11/08/2019	1011	ORION OUTDOOR MEDIA-1	Install Bus Shelter @ WPI	2,400.00
11/08/2019	1012	SPOT-ON SIGNS & GRAPHICS	WPI Sign	1,051.78
11/08/2019	33773	ABSOLUTE GLASS INC	Windshield Repairs - Fleet	615.91
11/08/2019	33774	AMERICAN HERITAGE LIFE INSURANCE COMPANY	Employee paid Premiun - November 2019	110.46
11/08/2019	33775	AT&T / CALNET 3	Monthly Utilities	433.97
11/08/2019	33776	ECO SIGNS	Replace Bulbs/Capacitors-CAMB P&R	945.71
11/08/2019	33777	EDCTC	County Line Transit Center Study Contract Mgmt 07-09 FY 19/20	2,865.19
11/08/2019	33778	EL DORADO DISPOSAL	Monthly Utilities	337.04
11/08/2019	33779	FACTORY MOTOR PARTS	Parts & Supplies	3,299.97
11/08/2019	33780	FLEMING DISTRIBUTING CO.	Additives PM Services	121.94
11/08/2019	33781	FOLSOM CHEVROLET	Parts & Supplies	572.01

**EL DORADO COUNTY TRANSIT AUTHORITY**  
**Check Register**  
**November through December 2019**

Date	Num	Name	Memo	Amount
11/08/2019	33782	PACIFIC GAS & ELECTRIC	Monthly Utilities	2,710.53
11/08/2019	33783	PRO-LINE CLEANING SERVICES INC	Janitorial Services - October 2019	900.00
11/08/2019	33784	QUILL	Misc.Office Supplies	290.92
11/08/2019	33785	RESCO PRINTING	Local Service Guide-Qty 3,000	2,595.45
11/08/2019	33786	STATE OF CA - DEPT OF JUSTICE	Fingerprints, Investigations-Apps & FBI-09/19	147.00
11/08/2019	33787	TERRIE Y. PRODHON	CPA Services - October 2019	1,287.42
11/08/2019	33788	VERIZON WIRELESS	Cellular & Wifi Service - October 2019	1,937.64
11/08/2019	33789	VISA	Reconciles Charges	3,721.89
11/08/2019	33790	WESTERN TRUCK PARTS LLC	Parts & Supplies	2,162.79
11/08/2019	33791	ROBERTS & COMPANY INC	Draft Audit Review	160.00
11/14/2019	33792	EMP. MISC. REIMBURSEMENT	2019 Hangtown Christmas Parade	150.00
11/19/2019	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY DATE NOV. 15, 2019	4,141.57
11/20/2019	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #23 CLASSIC	12,126.62
11/20/2019	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #23 PEPPA	9,158.90
11/22/2019	33793	ADM SCREENING	Random & Pre-Employ Screening Oct 2019	355.00
11/22/2019	33794	AFLAC	Insurance Premiums - November 2019	2,252.91
11/22/2019	33795	AUTOZONE	Hand Pump With Meter for ATF Drum	657.66
11/22/2019	33796	CAL.NET	November 2019 Camera Service	176.92
11/22/2019	33797	CREATIVE BUS SALES	2018 Ford Lease VIN#75727-November 2019	4,504.50
11/22/2019	33798	EDC FAIR ASSOCIATION, INC.	Fair Grounds P & R Lease 2019	150.00
11/22/2019	33799	EDC HHSA-PUBLIC HEALTH DIVISION	Pre-Employment PPD Testing & Eval-3 EC's	90.00
11/22/2019	33800	EDC RISK MANAGEMENT	Health Insurance October & November 2019	1,570.64
11/22/2019	33801	EL DORADO IRRIGATION DISTRICT	Monthly Utilities	1,104.30
11/22/2019	33802	FEDERAL EXPRESS	Misc. Shipping	35.96
11/22/2019	33803	GIRARD & EDWARDS	Legal Counsel - October 2019	3,575.00
11/22/2019	33804	GLOBAL DATA VAULT LLC	Monthly Cloud Service-11/19	300.00
11/22/2019	33805	HUNT & SONS INC	Fuel Purchases - October 2019	2,284.52
11/22/2019	33806	NEOPOST USA INC	Property Tax Lease #N17101401	73.79
11/22/2019	33807	OPERATING ENGINEERS LOCAL UNION #3	Union Dues - November 2019	1,900.00
11/22/2019	33808	PACIFIC MATERIAL HANDLING SOL INC	PM Service-Forklift, Genie Lift, Minuteman Scrubber	676.64
11/22/2019	33809	QUILL	Misc.Office Supplies	461.18
11/22/2019	33810	SUN LIFE FINANCIAL	LTD/Life Coverage Nov. 2019	2,989.09
11/22/2019	33811	WOLFPACK INSURANCE SERVICES, INC.	Vision/Dental Premium - Dec. 2019	4,200.20
11/22/2019	33812	XEROX FINANCIAL SERVICES	Lease Payment-November 2019	774.35
11/25/2019	33813	EMP. MISC. REIMBURSEMENT	Mileage Reimb - MH	279.56
11/25/2019	33814	EMP. MISC. REIMBURSEMENT	Scrip Refund - RVC III	100.00
11/25/2019	33815	QUILL	Misc.Office Supplies	229.91
12/04/2019	33816	B&M BUILDERS LLC	Pollock Pines Bus Stop-Final Payment	5,278.05
12/04/2019	33817	DAWSON OIL	Fuel Purchases-November 2019	47,296.95
12/04/2019	33818	OPERATING ENGINEERS - MEDICAL	Health Premium - December 2019	53,139.00
12/04/2019	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY DATE NOV. 29, 2019	4,142.73
12/04/2019	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #24 PEPPA	9,193.30
12/05/2019	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #24 CLASSIC	12,138.39
12/06/2019	EFT TRANS	CalPERS - HEALTH BENEFIT SERVICE DIVISION	Health Premium - December 2019	34,961.64
12/12/2019	33819	ABSOLUTE GLASS INC	Windshield Repairs	266.81
12/12/2019	33820	ADM SCREENING	Random & Pre-Employ Screening Nov 2019	865.00
12/12/2019	33821	AFTERMARKET PARTS CO LLC	Parts & Supplies	3,320.06
12/12/2019	33822	AUTOZONE	Parts & Supplies	461.22
12/12/2019	33823	BUS & EQUIPMENT REPAIR OF CA	Parts & Supplies	2,338.93
12/12/2019	33824	C & H MOTOR PARTS	Parts & Supplies	70.89
12/12/2019	33825	CAPITOL CLUTCH & BRAKE	Parts & Supplies	1,510.80
12/12/2019	33826	CELL ENERGY	Two Way Batteries-Shop	54.35
12/12/2019	33827	CREATIVE BUS SALES	Vehicle Lease for December 2019	4,504.50
12/12/2019	33828	D&K AUTO GLASS	Remove & Install Side Glass Window #1008	120.00
12/12/2019	33829	EMP. MISC. REIMBURSEMENT	DMV Permit Test - SG	78.00
12/12/2019	33830	FACTORY MOTOR PARTS	Parts & Supplies	1,163.13
12/12/2019	33831	FASTENAL	Parts & Supplies	301.45
12/12/2019	33832	FLEMING DISTRIBUTING CO.	Additives PM Services	151.92
12/12/2019	33833	FOLSOM CHEVROLET	Parts & Supplies	1,753.66
12/12/2019	33834	G & O BODY SHOP INC	Body Work - Fleet Vehicles	625.00
12/12/2019	33835	GCR TIRES & SERVICE	Tires #1704	810.23
12/12/2019	33836	GILLIG LLC	Parts & Supplies	196.51

# EL DORADO COUNTY TRANSIT AUTHORITY

## Check Register

November through December 2019

Date	Num	Name	Memo	Amount
12/12/2019	33837	GILLIG LLC	Repairs to #1703	9,082.00
12/12/2019	33838	HOLT OF CALIFORNIA	Parts & Supplies	1,264.89
12/12/2019	33839	KIMBALL MIDWEST	6" Narrow Wire Wheel/Arbor Adaptor-Shop	90.38
12/12/2019	33840	MISSION UNIFORM SERVICE	Towels, Mats, Uniforms	234.71
12/12/2019	33841	O'REILLY AUTO PARTS	Parts & Supplies	643.61
12/12/2019	33842	PACIFIC GAS & ELECTRIC	Monthly Utilities	3,157.06
12/12/2019	33843	PETTY CASH	Petty Cash - NM	117.59
12/12/2019	33844	RIEBES AUTO PARTS	Parts & Supplies	359.18
12/12/2019	33845	ROMAINE ELECTRIC	Parts & Supplies	1,556.59
12/12/2019	33846	RON DUPRATT FORD	Parts & Supplies	4,138.63
12/12/2019	33847	RTS IT INC	ITCare Cloud & Local Backup Service-Dec 2019	4,592.50
12/12/2019	33848	SERVICE CENTER	Smog Inspections - Fleet Vehicles	299.75
12/12/2019	33849	EL DOB ENTERPRISES LLC	Fleet Tires	1,576.41
12/12/2019	33850	TOWN CENTER EAST LP	Lease Pymt for December 2019 P&R	700.00
12/12/2019	33851	UNTANGLE INC	Network Web Filter / Firewall-3yr Sub	3,600.00
12/12/2019	33852	VAN DE POL ENTERPRISES INC	DEF-Tote/Gear Oil, ATF Drum	882.45
12/12/2019	33853	VISA	Reconciles Charges	2,296.99
12/12/2019	33854	WESTERN TRUCK PARTS LLC	Parts & Supplies	2,002.75
12/16/2019	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY DATE DEC. 13, 2019	4,266.43
12/16/2019	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #25 CLASSIC	12,075.23
12/16/2019	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #25 PEPRA	9,353.27
12/18/2019	33855	ACCESS SYSTEMS INC	Prov & Install Velocity Software Upgrade	11,797.82
12/18/2019	33856	AFLAC	Employee Paid Premiums - December 2019	1,501.94
12/18/2019	33857	AMERICAN HERITAGE LIFE INSURANCE COMPANY	Employee Paid Premiums - December 2019	110.46
12/18/2019	33858	AT&T / CALNET 3	Monthly Utilities	433.97
12/18/2019	33859	AT&T MOBILITY	Monthly Utilities	185.72
12/18/2019	33860	CalACT	2020 Public Operator Membership	740.00
12/18/2019	33861	CITY NATIONAL BANK	MCI Lease Agreement #6	65,415.53
12/18/2019	33862	COMCAST	High Speed Cable Internet-Nov 2019	243.08
12/18/2019	33863	DIAMOND SPRINGS PRINTING & GRAPHICS	Business Cards - Free Ride Vouchers	61.08
12/18/2019	33864	EL DORADO DISPOSAL	Monthly Utilities	337.04
12/18/2019	33865	GIRARD & EDWARDS	Legal Counsel - November 2019	4,800.00
12/18/2019	33866	HUNT & SONS INC	Bulk Engine Oil, Fuel Purchases - November 2019	3,177.19
12/18/2019	33867	IMAGE FACTORY	Commuter Brochure Edits	637.50
12/18/2019	33868	KINETICO WATER OF PLACERVILLE	Drinking Water Service Dec 2019	42.90
12/18/2019	33869	LANGUAGE LINE SERVICES INC	Interpreter Service-November 2019	5.02
12/18/2019	33870	MAG LANDSCAPING INC	November 2019 - Service, New Drainage Pipe, Bark	3,640.00
12/18/2019	33871	OPERATING ENGINEERS LOCAL UNION #3	Union Dues - December 2019	1,900.00
12/18/2019	33872	QUILL	Misc. Office Supplies	257.76
12/18/2019	33873	RESCO PRINTING	Commuter Brochures-Qty 2,000	1,889.75
12/18/2019	33874	ROBERTS & COMPANY INC	CPA Services - November 2019	1,540.00
12/18/2019	33875	STEVE STYMEIST COLLISION CNTRS	Repair Body/Paint #1002	6,187.41
12/18/2019	33876	SUN LIFE FINANCIAL	Life/LTD December 2019 Coverage	2,949.29
12/18/2019	33877	TELEFIX	Install of New Cat #6 Cable for Breakroom PC	299.00
12/18/2019	33878	TRANSIT MARKETING LLC	On Call Marketing 11-12/2019	485.00
12/18/2019	33879	VERIZON WIRELESS	Cellular & Wifi Service - November 2019	1,950.24
12/18/2019	33880	WOLFPACK INSURANCE SERVICES, INC.	Vision & Dental Premium - January 2020	4,355.20
12/18/2019	33881	XEROX FINANCIAL SERVICES	Lease Payment-December 2019	774.35
12/18/2019	33882	ZONAR SYSTEMS INC	Asset Tags	1,287.66
12/19/2019	33883	CDW GOVERNMENT	Windows, Exchange & SQL Servers, Security Suite Renewal-1Yr	15,755.86
12/30/2019	EFT TRANS	CalPERS 457 DEFERRED COMPENSATION PROGRAM	PAY DATE DEC. 27, 2019	4,366.33
12/31/2019	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #26 CLASSIC	12,095.09
12/31/2019	EFT TRANS	PUBLIC EMPLOYEES RETIREMENT SYSTEM	SERVICE PERIOD PR #26 PEPRA	9,375.94
12/31/2019	33884	ABSOLUTE GLASS INC	Windshield Repair #1705	45.00
12/31/2019	33885	ARNOLDS FOR AWARDS	EOM Engraving - Jan & Feb 2020	57.18
12/31/2019	33886	AT&T / CALNET 3	Monthly Utilities	125.64
12/31/2019	33887	AT&T MOBILITY	Monthly Utilities	185.52

**EL DORADO COUNTY TRANSIT AUTHORITY**  
**Check Register**  
 November through December 2019

Date	Num	Name	Memo	Amount
12/31/2019	33888	CAL.NET	December 2019 Camera Service	176.92
12/31/2019	33889	CALIFORNIA CUSTOM TEE'S	New Uniforms - KH, VA	397.47
12/31/2019	33890	CALIFORNIA STEAM INC	Sump Pump-Watermaze System	1,609.82
12/31/2019	33891	CaTIP - CAL TRANSIT INDEMNITY POOL	Reimb for Admin Fees	150.00
12/31/2019	33892	COMCAST	High Speed Cable Internet-Dec 2019	253.08
12/31/2019	33893	CREATIVE BUS SALES	Vehicle Lease for January 2020	4,504.50
12/31/2019	33894	DRIVE LINE SERVICE OF SAC	Center Bearing #0901	71.54
12/31/2019	33895	EDC HHSA-PUBLIC HEALTH DIVISION	Pre-Employment PPD Testing & Eval-1 EC	30.00
12/31/2019	33896	EL DORADO IRRIGATION DISTRICT	Monthly Utilities	109.39
12/31/2019	33897	FEDERAL EXPRESS	Misc. Shipping	135.94
12/31/2019	33898	FLEET MAINT SPECIALISTS INC	Vehicle Inspect of 5 New Cutaways	2,500.00
12/31/2019	33899	GCR TIRES & SERVICE	Fleet Tires	4,144.32
12/31/2019	33900	GLOBAL DATA VAULT LLC	Monthly Cloud Service-12/19	300.00
12/31/2019	33901	HANGTOWN FIRE CONTROL INC	Annual Wet Pipe Sprinkler Inspection	250.00
12/31/2019	33902	HUNT & SONS INC	Fuel Purchases - November & December 2019	2,957.87
12/31/2019	33903	IMAGE SOURCE	November 2019	502.46
12/31/2019	33904	J. C. NELSON SUPPLY CO.	Janitorial Supplies	317.14
12/31/2019	33905	LIBERTY MUTUAL INSURANCE	Annual Commercial Insurance Package 2020	14,018.00
12/31/2019	33906	PACIFIC GAS & ELECTRIC	Monthly Utilities	610.18
12/31/2019	33907	PAINT SPOT INC	Paint for Conference Room-Bldg #6565	19.10
12/31/2019	33908	PRO-LINE CLEANING SERVICES INC	Janitorial Services - November 2019	900.00
12/31/2019	33909	QUILL	Misc. Office Supplies	159.26
12/31/2019	33910	RAMOS ENVIRONMENTAL SERVICES	Hazardous Waste & Used Oil Pick Up	1,151.68
12/31/2019	33911	RTS IT INC	Velocity Server Upgrade Project, Troubleshoot Cradlepoint	1,605.00
12/31/2019	33912	EL DOB ENTERPRISES LLC	Tires #1705	3,459.99
12/31/2019	33913	STANLEY STEEMER OF SACRAMENTO	1936 sq.ft Carpet Cleaning-Admin Bldg 2019	483.20
12/31/2019	33914	STATE OF CA - DEPT OF JUSTICE	Fingerprints, Investigations-Apps & FBI-11/19	147.00
12/31/2019	33915	SUBURBAN PROPANE-1612	Fill Shop Propane Tank	254.58
12/31/2019	33916	TALLEY INC	Radio Connectors, Base Station Cover & Switch	502.61
12/31/2019	33917	TRUE VALUE HARDWARE	Parts & Supplies	189.59
12/31/2019	33918	VIPER PEST CONTROL INC	Bi-Monthly Pest Control-#6565	60.00
12/31/2019	33919	ZEP MANUFACTURING CO.	Bus Cleaning Supplies	493.16
				<hr/>
				\$759,578.63
				<hr/>
Total				\$759,578.63

AGENDA ITEM 1 C  
Consent Item

**MEMORANDUM**

**DATE:** February 6, 2020

**TO:** El Dorado County Transit Authority

**FROM:** Brian James, Planning and Marketing Manager

**SUBJECT:** November and December 2019 Ridership Reports

**REQUESTED ACTION:**

**BY MOTION,**

**Receive and File the November and December 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 is the November 2019 monthly ridership table comparing the current fiscal year to the previous fiscal year.

**November Ridership**

November 2019	November 2018	Decrease	% Decrease
27,285	28,213	-928	-3.3%

In November, Demand Response ridership decreased by 2.5%, Local Fixed Route ridership decreased by 7.3% and Commuter ridership increased by 1.6%. Productivity improved as demonstrated by a 9.9% increase in passengers per revenue hour.

Following is the December 2019 monthly ridership table comparing the current fiscal year to the previous fiscal year.

**December Ridership**

December 2019	December 2018	Increase	% Increase
28,175	26,580	+1,595	+6.0%

In December, Demand Response ridership increased by 4.9%, Local Fixed Route ridership decreased by 0.8% and Commuter ridership increased by 15.2%. Productivity improved as demonstrated by an 8.9% increase in passengers per revenue hour.

Year-to-date ridership has increased by 4,051 passenger trips or 2.2%, and passengers per revenue hour has increased by 8.6%.

Following is the fiscal year-to-date ridership report and the November and December 2019 ridership reports, comparing the current fiscal year to the previous fiscal year. Also included is the Passengers per Revenue Hour report.

Connect Card ridership continued to track upward in November and December 2019, while revenues decreased in November but increased in December. El Dorado Transit recorded 13,430 taps or 49.2% of all ridership in November and 14,140 taps or 50.2% of all ridership in December. Following is the Connect Card Ridership Report for the past twelve (12) months with a graph showing the percent of total Connect Card ridership per month and a graph of the fare revenues.

# November 2019 Ridership Report

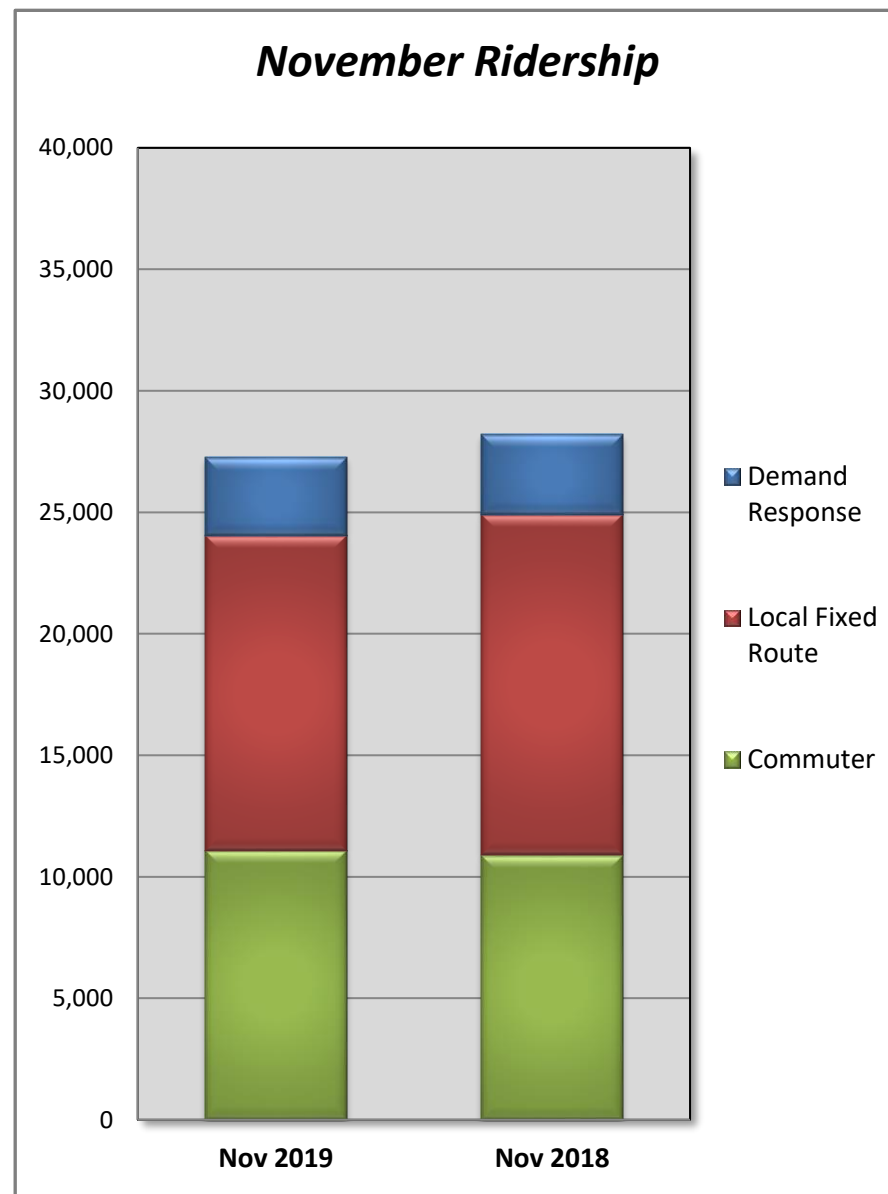


Demand Response	Nov 2019	Nov 2018	% Change
Dial-a-Ride	1,183	1,367	-13.5%
Sac-Med	27	28	-3.6%
ADA Paratransit	30	51	-41.2%
M.O.R.E.*	1,634	1,431	14.2%
Senior Day Care*	349	430	-18.8%
<b>Total Demand Response</b>	<b>3,223</b>	<b>3,307</b>	<b>-2.5%</b>

Local Fixed Route	Nov 2019	Nov 2018	% Change
20 - Placerville	3,075	3,581	-14.1%
25 - Saturday Express	476	341	39.6%
30 - Diamond Springs	2,029	2,350	-13.7%
35 - Diamond Springs Saturday	127	119	6.7%
40 - Cameron Park	1,276	1,010	26.3%
50x - 50 Express	3,273	3,345	-2.2%
60 - Pollock Pines	2,737	2,885	-5.1%
70 - El Dorado Hills	0	382	-100.0%
<b>Total Local Fixed Route</b>	<b>12,993</b>	<b>14,013</b>	<b>-7.3%</b>

Commuter	Nov 2019	Nov 2018	% Change
Sacramento Commuter	11,009	10,837	1.6%
Reverse Commuter	60	56	7.1%
<b>Total Commuter</b>	<b>11,069</b>	<b>10,893</b>	<b>1.6%</b>

	Nov 2019	Nov 2018	% Change
<b>Systemwide</b>	<b>27,285</b>	<b>28,213</b>	<b>-3.3%</b>
<b>Passengers per Revenue Hour</b>	<b>7.2</b>	<b>6.6</b>	<b>9.9%</b>



\*Contracted Services - Ridership Determined by Client Enrollment

# December 2019 Ridership Report

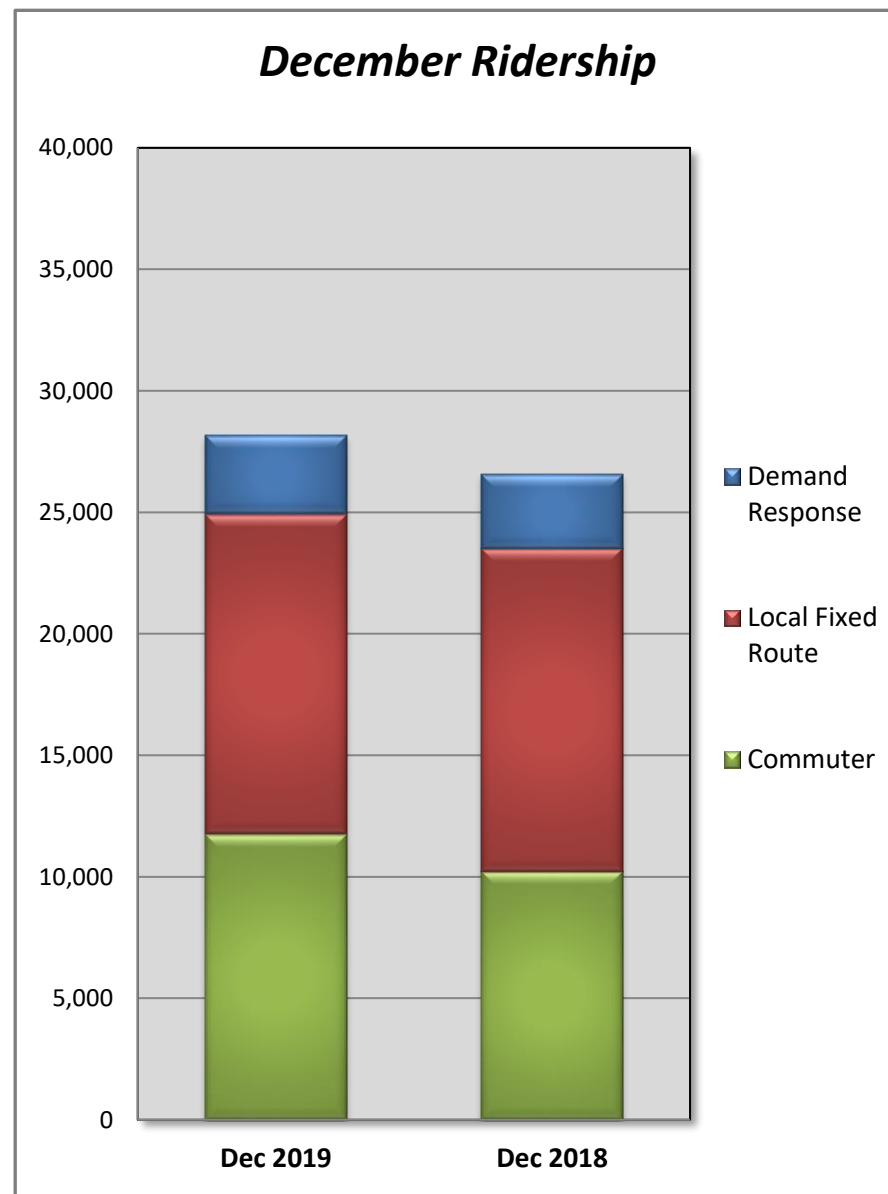


Demand Response	Dec 2019	Dec 2018	% Change
Dial-a-Ride	1,214	1,322	-8.2%
Sac-Med	24	23	4.3%
ADA Paratransit	58	43	34.9%
M.O.R.E.*	1,588	1,286	23.5%
Senior Day Care*	347	407	-14.7%
<b>Total Demand Response</b>	<b>3,231</b>	<b>3,081</b>	<b>4.9%</b>

Local Fixed Route	Dec 2019	Dec 2018	% Change
20 - Placerville	3,286	3,410	-3.6%
25 - Saturday Express	383	466	-17.8%
30 - Diamond Springs	2,180	2,074	5.1%
35 - Diamond Springs Saturday	136	146	-6.8%
40 - Cameron Park	1,128	858	31.5%
50x - 50 Express	3,163	3,040	4.0%
60 - Pollock Pines	2,908	2,911	-0.1%
70 - El Dorado Hills	0	383	-100.0%
<b>Total Local Fixed Route</b>	<b>13,184</b>	<b>13,288</b>	<b>-0.8%</b>

Commuter	Dec 2019	Dec 2018	% Change
Sacramento Commuter	11,712	10,136	15.5%
Reverse Commuter	48	75	-36.0%
<b>Total Commuter</b>	<b>11,760</b>	<b>10,211</b>	<b>15.2%</b>

	Dec 2019	Dec 2018	% Change
<b>Systemwide</b>	<b>28,175</b>	<b>26,580</b>	<b>6.0%</b>
<b>Passengers per Revenue Hour</b>	<b>7.0</b>	<b>6.4</b>	<b>8.9%</b>



\*Contracted Services - Ridership Determined by Client Enrollment

# Ridership Report Fiscal Year-to-Date

## July 2019 to December 2019

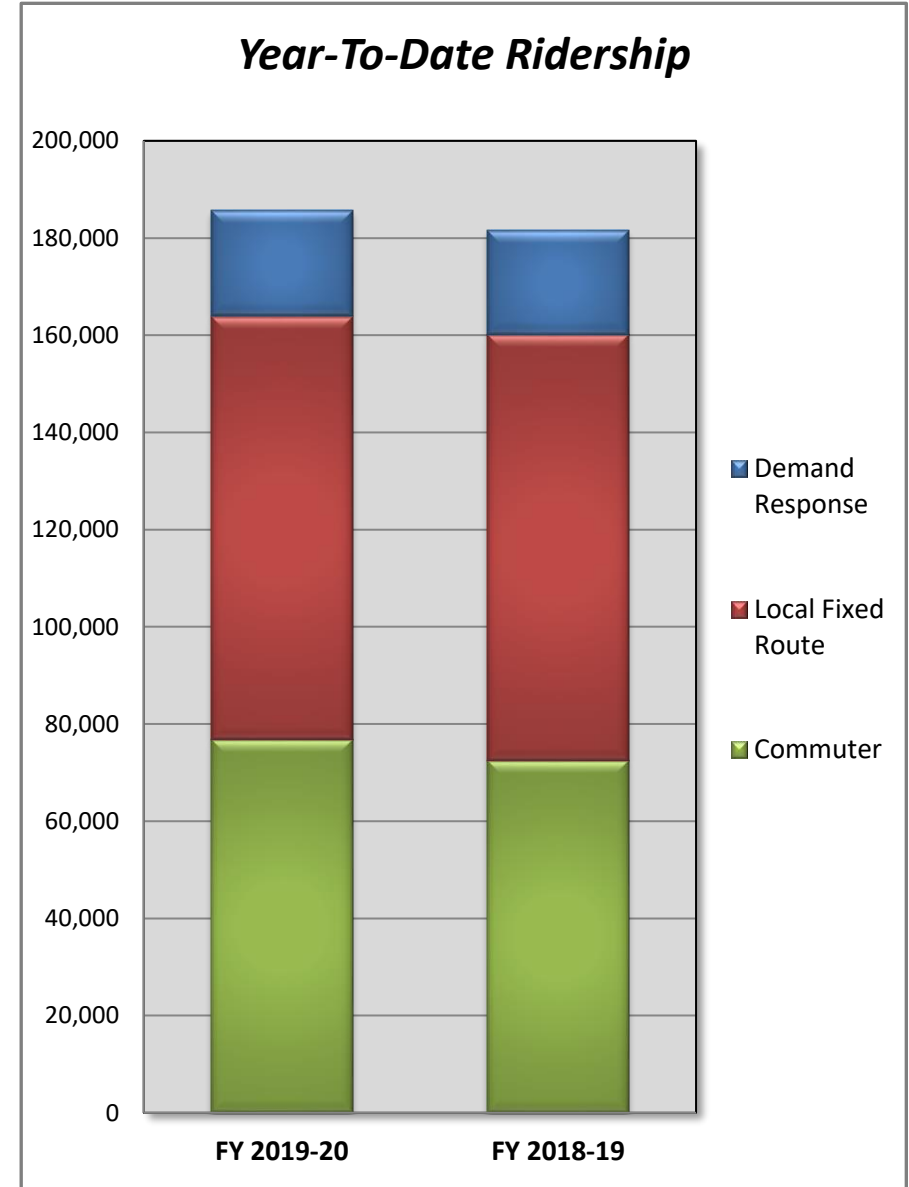


Demand Response	FY 2019-20	FY 2018-19	% Change
Dial-a-Ride	7,851	8,550	-8.2%
Sac-Med	163	172	-5.2%
ADA Paratransit	313	384	-18.5%
M.O.R.E.*	10,947	9,360	17.0%
Senior Day Care*	2,444	3,020	-19.1%
<b>Total Demand Response</b>	<b>21,718</b>	<b>21,486</b>	<b>1.1%</b>

Local Fixed Route	FY 2019-20	FY 2018-19	% Change
20 - Placerville	21,137	22,097	-4.3%
25 - Saturday Express	2,529	2,317	9.1%
30 - Diamond Springs	13,813	14,038	-1.6%
35 - Diamond Springs Saturday	747	739	1.1%
40 - Cameron Park	7,911	6,459	22.5%
50x - 50 Express	21,561	20,988	2.7%
60 - Pollock Pines	19,473	18,611	4.6%
70 - El Dorado Hills	0	2,351	-100.0%
<b>Total Local Fixed Route</b>	<b>87,171</b>	<b>87,600</b>	<b>-0.5%</b>

Commuter	FY 2019-20	FY 2018-19	% Change
Sacramento Commuter	76,313	72,225	5.7%
Reverse Commuter	456	296	54.1%
<b>Total Commuter</b>	<b>76,769</b>	<b>72,521</b>	<b>5.9%</b>

	FY 2019-20	FY 2018-19	% Change
<b>Systemwide</b>	<b>185,658</b>	<b>181,607</b>	<b>2.2%</b>
<b>Passengers per Revenue Hour</b>	<b>7.3</b>	<b>6.7</b>	<b>8.6%</b>



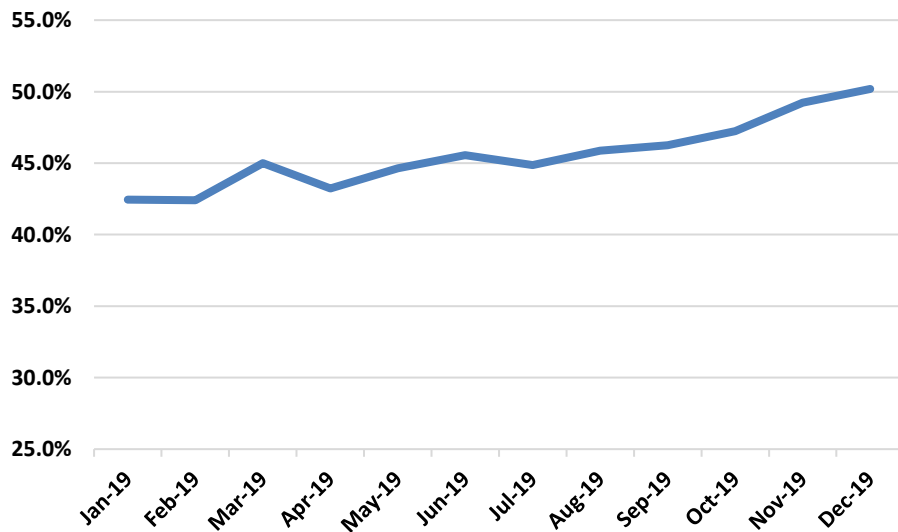
\*Contracted Services - Ridership Determined by Client Enrollment

# Connect Card Ridership Report

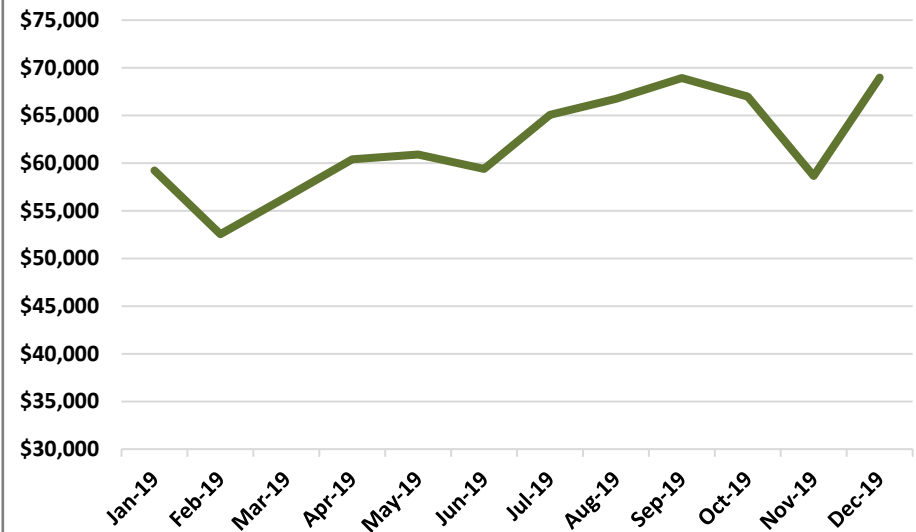


Month	Number of Taps	Total Ridership	% of Total Ridership	Fare Revenue
Jan-19	13,300	31,340	42.4%	\$59,211
Feb-19	11,299	26,645	42.4%	\$52,547
Mar-19	14,468	32,158	45.0%	\$56,449
Apr-19	13,885	32,111	43.2%	\$60,406
May-19	14,704	32,934	44.6%	\$60,909
Jun-19	12,719	27,915	45.6%	\$59,388
Jul-19	14,091	31,403	44.9%	\$65,071
Aug-19	15,167	33,064	45.9%	\$66,729
Sep-19	14,505	31,356	46.3%	\$68,913
Oct-19	16,236	34,375	47.2%	\$66,978
Nov-19	13,430	27,285	49.2%	\$58,647
Dec-19	14,140	28,175	50.2%	\$68,969

Connect Card Percent of Total Ridership



Connect Card Fare Revenue



AGENDA ITEM 1 D  
Consent Item

**MEMORANDUM**

**DATE:** February 6, 2020  
**TO:** El Dorado County Transit Authority  
**FROM:** Julie Petersen, Finance Manager  
**SUBJECT:** Quarterly Investment Reports for the periods ending 09/30/2019 and 12/31/2019

**REQUESTED ACTION:**

**BY MOTION,**

**Receive and file Quarterly Investment Reports for the periods ending 09/30/2019 and 12/31/2019**

**BACKGROUND**

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

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

**DISCUSSION**

Interest earnings for the LAIF and Money Market accounts for the third calendar quarter of 2019 equal \$16,123.94, total interest for all interest bearing accounts earned for fiscal year (FY) 2019/20 equals \$16,859.10; this reflects an amount of \$4,359.10 over adopted budget. These funds are budgeted and used as operating income. Investment report for quarter ending 09/30/19 is submitted for review and file.

Interest earnings for the LAIF and Money Market accounts for the fourth calendar quarter of 2019 equal \$12,242.52, to-date total for all interest bearing accounts earned for fiscal year (FY) 2019/20 equals \$29,595.82; this reflects an amount of \$4,595.82 over adopted budget. These funds are budgeted and used as operating income. Investment report for quarter ending 12/31/19 is submitted for review and file.

**FISCAL IMPACT**

Account 4970.00-Interest Income has been adjusted in the FY 2019/20 Mid-Year Budget Adjustment process presented in this agenda packet.

# **EL DORADO COUNTY TRANSIT AUTHORITY**

## **QUARTERLY INVESTMENT REPORT**

**PERIOD 07/01/2019 – 09/30/2019**

### **LOCAL AGENCY INVESTMENT FUND (L A I F)**

#### Account Summary

06/30/2019	Balance Forward	\$ 1,246,923.79
	Total Transfers to General Checking Account	\$ -000,000.00
	Total Transfers from General Checking Account	\$ 000,000.00
	Interest Earned @ 2.45%	\$ <u>7,680.68</u>
09/30/2019	Ending Balance 3rd Qtr., 2019	\$ 1,254,604.47

### **UMPQUA BANK (Money Market Account)**

#### Account Summary

06/30/2019	Balance Forward	\$ 2,792,300.76
	Total Transfers to General Checking Account	\$ -400,000.00
	Total Transfer from General Checking Account	\$ 000,000.00
	Interest Earned @ 1.22%	\$ <u>8,443.26</u>
09/30/2019	Ending Balance 3rd Qtr., 2019	\$ 2,400,744.02

# **EL DORADO COUNTY TRANSIT AUTHORITY**

## **QUARTERLY INVESTMENT REPORT**

**PERIOD 10/01/2019 – 12/31/2019**

### **LOCAL AGENCY INVESTMENT FUND (L A I F)**

#### Account Summary

09/30/2019	Balance Forward	\$ 1,254,604.47
	Total Transfers to General Checking Account	\$ -000,000.00
	Total Transfers from General Checking Account	\$ 000,000.00
	Interest Earned @ 2.29%	\$ <u>7,207.35</u>
12/31/2019	Ending Balance 4th Qtr., 2019	\$ 1,261,811.82

### **UMPQUA BANK (Money Market Account)**

#### Account Summary

09/30/2019	Balance Forward	\$ 2,400,744.02
	Total Transfers to General Checking Account	\$ -000,000.00
	Total Transfer from General Checking Account	\$ 000,000.00
	Interest Earned @ 0.83%	\$ <u>5,035.17</u>
12/31/2019	Ending Balance 4th Qtr., 2019	\$ 2,405,779.19

AGENDA ITEM 1 E  
Consent Item

**MEMORANDUM**

**DATE:** February 6, 2020

**TO:** El Dorado County Transit Authority

**FROM:** Brian James, Planning and Marketing Manager

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

**REQUESTED ACTION:**  
**BY MOTION,**

1. Adopt Resolution No. 20-01 Authorizing the Executive Director to File Applications for Federal Transit Administration Funding Programs
2. Adopt Resolution No. 20-02 Authorizing the Executive Director to File Application specific to the Federal Transit Administration Section 5311 Grant Program

**BACKGROUND**

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

FTA Section 5307 Funds are available to the El Dorado County Transit Authority (El Dorado Transit) to support services in designated urban areas of the county. This funding program is competitive within the Sacramento Area Council of Governments (SACOG) region and fund use is restricted to capital purchases, preventive maintenance and Americans with Disabilities Act (ADA) related services in limited circumstances.

FTA Section 5310 provides capital funding to assist in providing transportation services meeting the special needs of the elderly and persons with disabilities. El Dorado Transit has been successful in securing capital grant funding in fourteen (14) cycles of this program. Typically, these funds have been used to replace demand response buses and minivans that have reached beyond their useful life.

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

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

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

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

Adoption of these two (2) resolutions will allow staff to pursue grant funding in a timely manner based on the various program's deadlines. The El Dorado Transit Board will be given the opportunity to consider any associated budget and/or reporting issues associated with funding the individual projects.

## **DISCUSSION**

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

Adoption of these resolutions will allow agency staff to move forward and consider grant funding that supports adopted capital and operating plans.

## **FISCAL IMPACT**

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

**EL DORADO COUNTY TRANSIT AUTHORITY  
RESOLUTION NO. 20-01**

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

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

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

**PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY** at a regular meeting of said Board held on the 6<sup>th</sup> day of February 2020, by the following vote of said Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

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El Dorado County Transit Authority Chairperson

ATTEST:

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Megan Wilcher, Secretary to the Board

**EL DORADO COUNTY TRANSIT AUTHORITY  
RESOLUTION NO. 20-02**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE EL DORADO COUNTY TRANSIT AUTHORITY  
AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5311 (49 U.S.C.  
SECTION 5311) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital/operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal transit Act (FTA C 9040.1F and FTA C 9050.1); and

**WHEREAS**, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

**WHEREAS**, the El Dorado County Transit Authority desires to apply for said financial assistance to permit operation of service/purchase of capital equipment in El Dorado County; and

**WHEREAS**, the El Dorado County Transit Authority has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

**NOW, THEREFORE BE IT RESOLVED AND ORDERED** that the Board of Directors does hereby authorize the Executive Director of the El Dorado County Transit Authority to file and execute applications to aid in the financing of capital/operating assistance projects pursuant to Section 5311 of the Federal Transit Act (**FTA C 9040.1F and FTA C 9050.1**) as amended.

That the Executive Director is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

That the Executive Director is authorized to provide additional information as the Department may require in connection with the application of the Section 5311 projects.

That the Executive Director is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

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

**PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY** at a regular meeting of said Board held on the 6<sup>th</sup> day of February 2020, by the following vote of said Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

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El Dorado County Transit Authority Chairperson

ATTEST:

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Megan Wilcher, Secretary to the Board

AGENDA ITEM 1 F  
Consent Item

**MEMORANDUM**

**DATE:** February 6, 2020

**TO:** El Dorado County Transit Authority

**FROM:** Matthew Mauk, Executive Director

**SUBJECT:** Contract Award and Purchase Order in Response to Request for Qualifications (RFQ) for Preliminary Design and Engineering Services

**REQUESTED ACTION:**  
**BY MOTION,**

1. Award contract for preliminary design and engineering services for the County Line Multi-Modal Transit Center to the lowest responsible bidder, consistent with the bid documents
2. Approve Purchase Order No. 25247 issued to CTA Engineering in an amount not to exceed \$29,580
3. Authorize the Executive Director to execute the contract, including change order authority not exceeding ten percent (10%) of the contract price and to execute all related documents necessary to complete the project within the approved budget

**BACKGROUND**

Acquiring and preserving property for a new replacement Park-and-Ride facility in El Dorado Hills has become a critical issue as the existing El Dorado Hills Park-and-Ride facility, with approximately 120 parking spaces, does not have enough capacity to meet current demand.

In November 2017, the El Dorado County Transportation Commission (EDCTC) Board authorized their Executive Director to enter into a professional services agreement between EDCTC and Fehr & Peers to develop the County Line Multi-Modal Transit Center Study (Study) using a Caltrans grant. As part of that study effort, multiple stakeholder advisory committee meetings and public workshops were held in El Dorado Hills. These meetings and workshops provided the stakeholders and public an opportunity to offer input on potential Park-and-Ride sites and amenities.

On December 6, 2018, the El Dorado County Transit Authority (El Dorado Transit) Board directed the Executive Director to start the real estate acquisition process by authorizing preliminary discussions with property owners of the subject parcels identified in the Study, including ordering preliminary title reports and right of way valuations.

In September 2019, the EDCTC and El Dorado Transit Boards received the final version of the County Line Multi-Modal Transit Center Study. Multiple locations in El Dorado Hills were evaluated and narrowed down to six (6) sites based on several criteria. Upon further analysis and input, two (2) sites were recommended for further acquisition efforts.

## **DISCUSSION**

On January 2, 2020, El Dorado Transit released a Request for Qualifications (RFQ) seeking proposals from qualified firms to provide preliminary design and engineering services and to produce conceptual site plans and preliminary engineering costs for the proposed County Line Multi-Modal Transit Center (MMTC). The selected firm will utilize and expand on the recently completed Fehr & Peers Study in completing the preliminary design work.

The purpose of this project planning document is to estimate the probable development costs of plans, specifications and estimates (PS&E) for the two sites identified in the Study and for a third, recently identified optional site. These estimated costs, when combined with the estimated right of way costs (not part of this project scope of work), will provide the basis for El Dorado Transit to pursue and secure funds to purchase the selected property and eventually construct the MMTC. Per the terms of the RFQ, the selected firm will be expected to:

- Prepare Conceptual Site Plans and Preliminary Engineering Cost Estimates, in general conformity to the design specifications as provided by El Dorado Transit and as illustrated in the Study, for Site #3 (APN 117-180-004-000) and Site #5 (APN 121-280-024-000), as identified in the Study.
- As an added Task, prepare a Conceptual Site Plan and Preliminary Engineering Cost Estimate for an alternative site not identified in the Study, Optional Site A (APN 118-170-017-000).

Three (3) proposals were received from qualified bidders prior to the published submittal deadline. The following table shows the base bids publicly opened at 2:00PM on January 21, 2020:

<b>BIDDER</b>	<b>BASE BID</b>
CTA Engineering	\$29,580
Kimley Horn	\$29,935
REY Engineers	\$29,991

All firms were determined to be responsive and were given maximum scores for complying with the requirements of the RFQ. Staff recommends award of the attached contract to CTA Engineering as the lowest responsible bidder, approval of Purchase Order No. 25247 and authorization for the Executive Director to execute the contract and related documents.

## **AUTHORIZATIONS**

The Executive Director is authorized to approve purchases up to \$25,000. All purchases above \$25,000 require Board approval. The requested action will allow the Executive Director to

execute the professional services contract, approve change orders or scope revisions and use of funding assigned to the project within approved budgets. This would authorize the Executive Director to approve change orders not exceeding ten percent (10%) of the contract price. This does not increase the current approved purchasing authority afforded the Executive Director.

### **FISCAL IMPACT**

#### *BASE COST SUMMARY*

Preparation of Conceptual Site Plans and Preliminary Engineering Cost Estimates	<u>\$29,580</u>
<i>Total Cost</i>	<i>\$29,580</i>

#### *FUNDING SOURCES*

Local Transportation Funds	<u>\$29,580</u>
<i>Total Revenue</i>	<i>\$29,580</i>

**EL DORADO COUNTY TRANSIT AUTHORITY**

**PROFESSIONAL SERVICES AGREEMENT**

**with**

**Cooper Thorne & Associates, Inc.  
dba: CTA Engineering and Surveying**

**for**

**Preliminary Design and Engineering Services  
for the County Line Multi-Modal Transit Center**

THIS AGREEMENT, made and entered into this \_\_\_\_\_, 2020, by and between the El Dorado County Transit Authority, hereinafter referred to as "El Dorado Transit" or "EDCTA", and (CTA Engineering and Surveying, Inc.), "CONSULTANT".

**WITNESSETH**

CONSULTANT and El Dorado Transit do mutually hereby agree as follows:

**SECTION 1 - ORGANIZATION AND CONTENTS**

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

SECTION 20 DISADVANTAGED BUSINESS ENTERPRISE  
SECTION 21 TITLE VI COMPLIANCE  
SECTION 22 PUBLICATIONS  
SECTION 23 INDEMNIFICATION  
SECTION 24 HEALTH AND SAFETY REGULATIONS OSHA COMPLIANCE  
SECTION 25 INSURANCE  
SECTION 26 OWNERSHIP OF DOCUMENTS  
SECTION 27 DOCUMENTATION/ACCESS TO RECORDS  
SECTION 28 NOTICES  
SECTION 29 JURISDICTION  
SECTION 30 INTEGRATION  
SECTION 31 CONFIDENTIALITY

EXHIBIT "A" PROPOSAL OF CONSULTANT CONTAINING DESCRIPTION OF  
SCOPE OF WORK AND FEE SCHEDULE

**SECTION 2 - SCOPE OF CONSULTING SERVICES – PRIMARY WORK & FEE  
SCHEDULE**

CONSULTANT agrees to perform all work described in Exhibit "A" entitled Project Scope of Work and Fee Schedule attached hereto and incorporated herein by this reference as if set forth in full.

**SECTION 3 - SCOPE OF CONSULTING SERVICES - ADDITIONAL**

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

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

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

## SECTION 5 - TIME OF PERFORMANCE

CONSULTANT shall commence work within five (5) days following issuance of a Purchase Order. CONSULTANT shall complete the performance of its obligations under this Agreement in accordance with the dates and times indicated in Exhibit A, unless an extension of time is granted in writing by El Dorado Transit, which said extension, if any, shall be granted only for good cause as determined at the sole discretion of El Dorado Transit. CONSULTANT shall not be held responsible for delays beyond its reasonable control.

## SECTION 6 - COMPENSATION

For services performed pursuant to this Agreement, El Dorado Transit agrees to pay and CONSULTANT agrees to accept as payment in full, all identified project costs on a cost reimbursement basis up to \$29,580.00 (Twenty-nine thousand Five-hundred and Eighty dollars) maximum amount.

CONSULTANT shall submit a bill upon completion of each of the tasks identified in said Exhibit "A", attached hereto. Payment shall be made by El Dorado Transit within 30 days of receipt of the billing for the completed task. No statements shall be sent until the task has been accepted as complete by El Dorado Transit. It is mutually agreed between the parties to this Agreement that no payments made under the Agreement shall be conclusive evidence of the performance of the Agreement, either wholly or in part, against any claim of the CONSULTANT, and no payment shall be construed to be in acceptance of any defective work or improper materials.

## SECTION 7 - CHANGES TO SCOPE - BASIC

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

## SECTION 8 - COMPLIANCE WITH LAWS, RULES, REGULATIONS

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

## SECTION 9 - EXHIBITS INCORPORATED

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

## SECTION 10 - RESPONSIBILITY OF CONSULTANT

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

## SECTION 11 - RESPONSIBILITY OF EL DORADO TRANSIT

To the extent appropriate to the project contemplated by this Agreement, El Dorado Transit shall:

- A. Assist CONSULTANT by placing at his/her disposal all available information pertinent to the project, including previous reports and any other relevant data.
- B. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his/her services.
- C. Examine all studies, reports, proposals and other documents presented by CONSULTANT, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- D. Designate in writing a person to act as El Dorado Transit's representative with respect to all work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define El Dorado Transit's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT'S services.
- E. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the Project.

## SECTION 12 - TERM

The term of this Agreement shall commence upon El Dorado Transit's issuance to CONSULTANT of a Purchase Order for all or a portion of the work as hereinabove provided, and shall end upon El Dorado Transit's acceptance and payment for such portion of the work as was authorized by such notice, but in no event beyond the end of the Fiscal Year 2019/20 ending June 30, 2020.

## SECTION 13 - TERMINATION FOR CONVENIENCE OF EL DORADO TRANSIT

El Dorado Transit may terminate this Agreement at any time by giving notice to CONSULTANT of such termination and specifying the effective date thereof, at least ten (10)

days before the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of El Dorado Transit, become its property. If this Agreement is terminated by El Dorado Transit as provided herein, CONSULTANT shall be paid a total amount that is the ratio of completed tasks, and mutually agreed percent-completed tasks, to total services as determined by El Dorado Transit, less payments already made under this contract. This proration shall be extended to cover any fixed fee charged for a fully completed product.

#### SECTION 14 - TERMINATION OF AGREEMENT FOR CAUSE

A. El Dorado Transit may, by written notice to CONSULTANT, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONSULTANT fails to perform the services called for by this Agreement within the time(s) specified herein, or any extension thereof; or
2. If CONSULTANT fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not substantially begin to correct such failure within a period of ten (10) days (or such longer period as El Dorado Transit may authorize in writing) after receipt of notice from El Dorado Transit specifying such failure.

B. In the event El Dorado Transit terminates this Agreement in whole or in part as provided in Paragraph "A" above, El Dorado Transit may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

C. Except with respect to defaults of subcontractors, CONSULTANT shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, acts of government, in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes or unusually severe weather. In the event the failure to perform is caused by the default of a subcontractor, CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time and within budgeted resources to permit CONSULTANT to meet the required delivery schedule or other performance requirements.

D. Should the Agreement be terminated as provided in Paragraph "A" above, CONSULTANT shall provide El Dorado Transit with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by CONSULTANT pursuant to this Agreement. Upon termination as provided in Paragraph "A" above, CONSULTANT shall be paid the value of the work performed, as determined by El Dorado Transit, less payments of compensation previously made. Payments previously made by El Dorado Transit to CONSULTANT shall be credited to the amount payable to CONSULTANT for allowable costs as provided herein, except, however, CONSULTANT shall be entitled to a proportionate fixed fee, if any, which in the opinion of El Dorado Transit, it has legitimately earned and was not related to the cause for which this Agreement was terminated.

E. If after notice of termination of this Agreement, as provided for in this Section, it is determined for any reason that CONSULTANT was not in default under the provisions of this Section or that the default was excusable under the provisions of this Section, then the rights and obligations of the parties shall be the same as if the Agreement had been terminated for the convenience of El Dorado Transit.

#### SECTION 15 - INTEREST OF OFFICIALS AND CONSULTANT

A. CONSULTANT hereby covenants that he or she has, at the time of the execution of this Agreement, no interest, and that he or she shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement.

B. CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

#### SECTION 16 - SUBCONTRACTING

A. CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of El Dorado Transit.

B. In no event shall CONSULTANT subcontract for work in excess of the amounts shown in Exhibit A. Specialized services are those items not ordinarily furnished by a consultant performing the particular type of study.

C. All subcontracts shall be subject to the provisions contained in this contract between El Dorado Transit and CONSULTANT.

#### SECTION 17 - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of any successors to, or assigns of, the parties. CONSULTANT shall not assign, delegate or transfer the rights and duties under this Agreement or any part thereof without the prior written consent of the other party to this Agreement.

#### SECTION 18 - INDEPENDENT CONTRACTOR

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

## SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY

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

## SECTION 20 - DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A. To the extent that Federal funds are or may be used, it is the policy of the U.S. Department of Transportation that minority and women-owned business enterprises (hereby referred to as DBEs), as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.

B. To the extent applicable, CONSULTANT agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

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

## SECTION 21 - TITLE VI COMPLIANCE

A. CONSULTANT agrees to comply with Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

B. During the performance of this Agreement the CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in federally-assisted programs, Title 49 Code of Federal Regulations, Parts 21, as they may be amended during the period of this contract (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations,

including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
  4. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by El Dorado Transit to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to El Dorado Transit, as appropriate, and shall set forth what efforts it has made to obtain the information.
- C. Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this Agreement, El Dorado Transit shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT complies, and/or;
  2. Cancellation, termination or suspension of the Agreement, in whole or in part.
- D. Incorporation of Provisions: the CONSULTANT shall include the provisions of Paragraphs A and B (including all subparts) of this Section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as El Dorado Transit may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request El Dorado Transit to enter into such litigation to protect the interests of El Dorado Transit, and in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- E. Civil Rights: All subcontractors awarded by contractors shall contain provisions requiring compliance with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR Part 21, through Appendix C and 23 CFR 710.405(b) shall be made applicable by reference in all subcontracts financed in whole or in part with Federal funds.

## SECTION 22 - PUBLICATION

A. Any and all reports published by CONSULTANT shall acknowledge that it was prepared in cooperation with El Dorado Transit.

B. Articles, reports, or works reporting on the work provided for herein, or on portions thereof, which are published by CONSULTANT shall contain in the foreword, preface, or footnote the following statement:

"The contents of this report reflect the view of the author who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views of El Dorado Transit. This report does not constitute a standard, specification, or regulation."

## SECTION 23 - INDEMNIFICATION

To the fullest extent allowed by law, the Consultant shall defend, indemnify, and hold El Dorado Transit, its officers, agents and employees, harmless against and from any and all claims, suits, losses, damages and liability for damages, including reasonable attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, El Dorado Transit employees, and the public, or damage to property, or any economic or consequential losses, to the extent caused by the negligent acts, errors or omissions, recklessness, or willful misconduct, of the Consultant or those for whom Consultant is legally liable and which are claimed to or in any way arise out of or are connected with the Work by Consultant, his agents or employees including Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of El Dorado Transit, Consultant, subcontractor(s) and employee(s) of Consultant, or any of these, except for the sole, or active negligence of El Dorado Transit, its officers and employees, and except as expressly prescribed by statute. This duty of Consultant to indemnify and save El Dorado Transit harmless includes the duties to defend set forth in California Civil Code Section 2778.

## SECTION 24 – HEALTH AND SAFETY REGULATIONS OSHA COMPLIANCE

El Dorado Transit places, and requires all consultants and vendors to place, the highest importance on health and safety during all performance of the Work performed on behalf of El Dorado Transit. CONSULTANT shall, at all locations where Work is to be performed on behalf of El Dorado Transit, comply at CONSULTANT'S expense with all applicable federal, state and local fire, safety and health statutes, ordinances, codes, and regulations, as well as the rules, policies and orders of any applicable regulatory entity or agency, at CONSULTANT'S sole cost and expense. CONSULTANT shall also ensure that all of its employees, agents, and representatives are made aware of and knowledgeable of all safety, fire, and health requirements and regulations applicable to the Work to be performed on behalf of El Dorado Transit.

## SECTION 25 – INSURANCE

The CONSULTANT shall provide proof of a policy of insurance satisfactory to El Dorado Transit and documentation evidencing that the CONSULTANT maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employer's Liability Insurance covering all employees of CONSULTANT as required by law in the State of California. If CONSULTANT does not have any employees, CONSULTANT is not required to maintain Worker's Compensation Insurance.
- B. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage
- C. Automobile Liability Insurance of not less than Five Hundred Thousand (\$500,000) is required in the event motor vehicles are used by the CONSULTANT in performance of the Agreement.
- D. Proof of coverage satisfactory to El Dorado Transit as evidence that the insurance required herein is being maintained shall be provided. The insurance will be issued by an insurance company acceptable to El Dorado Transit, or be provided through partial or total self-insurance likewise acceptable to El Dorado Transit.
- E. The certificate of insurance must include the following provisions stating that:
  - 1) The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to El Dorado Transit; and
  - 2) El Dorado Transit, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except Workers' Compensation, automobile and professional liability insurance policies. Proof that El Dorado Transit is named additional insured shall be made by providing El Dorado Transit with a certified copy, or other acceptable evidence, or an endorsement to the insurance policy naming El Dorado Transit as additional insured.
- F. CONSULTANT agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONSULTANT agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of El Dorado Transit and CONSULTANT agrees that no work or services shall be performed prior to such approval. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, El Dorado Transit may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- G. Certificate of insurance shall meet such additional standards as may be determined by El Dorado Transit as essential for protection of El Dorado Transit.

- H. CONSULTANT shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance policy is achieved.
- I. Failure of CONSULTANT to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.
- J. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to El Dorado Transit, its officers, officials, employees or volunteers.
- K. The CONSULTANT's insurance coverage shall be primary insurance as respects El Dorado Transit, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by El Dorado Transit, its officers, officials, employees, or volunteers shall be in excess of the CONSULTANT's insurance and shall not contribute with it.
- L. The insurance companies shall have no recourse against El Dorado Transit, its officers, agents, employees or any of them for payment of any premiums or assessments under any policy issued by an insurance company.
- M. CONSULTANT's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.
- N. Any deductibles or self-insured retentions must be declared by the CONSULTANT and approved by El Dorado Transit. At El Dorado Transit's option, either: Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects El Dorado Transit, its officers, employees and volunteers, or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- O. In the event CONSULTANT cannot provide an occurrence policy, CONSULTANT shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

#### SECTION 26 - OWNERSHIP OF DOCUMENTS

Original documents, methodological explanations, computer programs, computer files, drawings, designs and reports generated by this Agreement shall belong to and become the property of El Dorado Transit in accordance with accepted standards relating to public work contracts. Any additional copies, not otherwise provided for herein, shall be the responsibility of El Dorado Transit. Software used but not created in the performance of this agreement is not included. CONSULTANT shall not be held responsible for modification, re-use, or misuse of these various documents and other instruments of professional service.

## SECTION 27 - DOCUMENTATION/ACCESS TO RECORDS

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

CONSULTANT and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment to CONSULTANT. Such materials shall be available for inspection by authorized representatives of El Dorado Transit, or the copies thereof shall be furnished if requested. The U.S. Department of Transportation, Caltrans, the Comptroller General of the United States, or any authorized representatives of these agencies, shall have access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and/or transcriptions.

## SECTION 28 - NOTICES

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

El Dorado Transit:	Matthew Mauk, Executive Director El Dorado County Transit Authority 6565 Commerce Way Diamond Springs, CA 95619
--------------------	--

mmauk@eldoradotransit.com

CONSULTANT:	Mr. David R. Crosariol, President CTA Engineering & Surveying 3233 Monier Circle Rancho Cordova, CA 95742
-------------	--

dcrosariol@ctaes.net

Nothing hereinabove shall prevent either El Dorado Transit or CONSULTANT from personally delivering any such notices to the other.

## SECTION 29 - JURISDICTION

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

## SECTION 30 - INTEGRATION

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

## SECTION 31 – CONFIDENTIALITY

CONSULTANT hereto agrees to keep confidential and not to disclose, directly or indirectly, any information regarding the El Dorado Transit's business, including without limitation, information with respect to operations, procedures, methods, accounting, technical data, or existing or potential customers, or any other information which El Dorado Transit has designated as confidential.

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

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

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

**EL DORADO TRANSIT:**

By \_\_\_\_\_  
Matthew Mauk, Executive Director

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Michael Tucker, Legal Counsel  
El Dorado County Transit Authority

**CONSULTANT:**

By \_\_\_\_\_  
David R. Crosariol, President  
Cooper Thorne & Associates, Inc.  
dba: CTA Engineering & Surveying

## **EXHIBIT “A”**

### **PROPOSAL OF CONSULTANT CONTAINING DESCRIPTION OF SCOPE OF WORK AND FEE SCHEDULE**

#### **Scope of Work**

The Scope of Work for the project includes the preparation of Conceptual Site Plans and Preliminary Engineering Costs for three subject sites; two of the subject sites, Site #3 and Site #5, are identified in the County Line Multi-Modal Transit Center Study (the Study) dated September 5, 2019 as prepared by Fehr & Peers. The Study is available on the El Dorado County Transportation Commission (EDCTC) Website. The Optional Site is not identified in the Study, but is identified in the RFQ dated January 2, 2020.

#### **Task #1**

Schedule any necessary project design meetings with El Dorado Transit staff and consultants to review schedules, budgets and any other coordination between the project development team members, including any sub-consultants or sub-contractors.

Prepare 90% Conceptual Site Plans and Preliminary Engineering Costs for all three subject sites. All items should be completed and delivered to El Dorado Transit staff and consultants within 45 days from the date of the issuance of the Purchase Order. El Dorado Transit staff and consultants shall provide their review and comment within 5 days of receipt of all documents.

#### **Task #2**

Based upon El Dorado Transit staff and consultant review, finalize the Conceptual Site Plans and Preliminary Engineering Costs for all three subject sites. It is anticipated the duration of this Task will be 10 days or less.

#### **Fee Schedule- Hourly Billing Rates and Reimbursable Expenses**

The Fee Schedule for Hourly Billing Rates and Reimbursable Expenses for CTA Engineering & Surveying are on the following page and are incorporated within this Exhibit “A”.

CTA Engineering & Surveying may submit billings to El Dorado Transit upon completion of the items described above, for each individual Task, as provided for in Section 6 – COMPENSATION.

## SCHEDULE OF RATES AND FEE SCHEDULE

El Dorado County Transit Authority County Line Multi-Modal Transit Center Project														
Hourly Rate			Principal		Project Manager		Licensed Surveyor		Engineer 3		Project Assistant			
			\$210.00		\$190.00		\$170.00		\$125.00		\$105.00			
Task	Description												Total	
1	Meetings	2	\$	420.00	2	\$	380.00		\$	-		\$	-	\$ 800.00
2	Boundary Analysis/Title Reports		\$	-		\$	-	10	\$	1,700.00		\$	-	\$ 1,700.00
3	Draft Design Plan/Estimate Site 3	1	\$	210.00	4	\$	760.00		\$	-	24	\$	3,000.00	\$ 4,180.00
4	Draft Design Plan/Estimate Site 5	1	\$	210.00	4	\$	760.00		\$	-	24	\$	3,000.00	\$ 4,180.00
5	Draft Design Plan Site/Estimate Optional Site A	1	\$	210.00	4	\$	760.00		\$	-	48	\$	6,000.00	\$ 7,180.00
6	Final Conceptual SitePlan/Preliminary Engineering Cost Estimate Site 3	1	\$	210.00	4	\$	760.00		\$	-	16	\$	2,000.00	\$ 3,180.00
7	Final Conceptual SitePlan/Preliminary Engineering Cost Estimate Site 5	1	\$	210.00	4	\$	760.00		\$	-	16	\$	2,000.00	\$ 3,180.00
8	Final Conceptual SitePlan/Preliminary Engineering Cost Estimate Optional Site A	1	\$	210.00	4	\$	760.00		\$	-	32	\$	4,000.00	\$ 5,180.00
9														
	Total by staff	8	\$	1,680.00	26	\$	4,940.00	10	\$	1,700.00	160	\$	20,000.00	
													Total	\$ 29,580.00

AGENDA ITEM 1 G  
Consent Item

**MEMORANDUM**

**DATE:** February 6, 2020

**TO:** El Dorado County Transit Authority

**FROM:** Matthew Mauk, Executive Director

**SUBJECT:** Contract Award in Response to the Request for Proposals (RFP) No. 19-03 for Bus Shelter Advertising and Maintenance Services

**REQUESTED ACTION:**  
**BY MOTION,**

- 1. Award contract to Orion Outdoor Media for bus shelter advertising and maintenance services consistent with the scope of work in El Dorado County Transit Authority RFP No. 19-03**
- 2. Authorize the Executive Director to finalize terms, exercise future options and execute all documents related to the contract award from RFP No. 19-03**

**BACKGROUND**

Since at least 1998, the El Dorado County Transit Authority (El Dorado Transit) has contracted with private firms to provide revenue-generating bus shelter advertising services. The advertising program currently includes exterior advertising space on twenty (20) existing bus shelters and the potential for space on any new shelters installed during the term of the contract. Per the terms of the agreement, the contractor takes full responsibility for all aspects of the exterior print advertising program as well as repair and routine maintenance of all advertising shelters, as set forth in the El Dorado Transit Request for Proposals (RFP) No. 19-03.

Subject to the terms and conditions set forth in RFP No. 19-03 and the attached draft agreement, the selected contractor will have exclusive rights to place advertising on the designated bus shelters. In return for said exclusive advertising rights, the contractor will provide compensation to El Dorado Transit in the form of monthly payments. The compensation may be based on either a percentage of revenue generated and/or a guaranteed amount. El Dorado Transit retains the right to negotiate and select the preferred payment formula and the required methods for invoicing/reporting.

## **DISCUSSION**

On December 26, 2019, El Dorado Transit publicly released RFP No. 19-03 seeking proposals from qualified contractors to provide bus shelter advertising, maintenance services and to yield maximum advertising revenue to the agency. The proposed term of the contract to be let from this solicitation is a base period of just over three (3) years, through June 30, 2023, with two (2) additional two-year options to be exercised at El Dorado Transit's sole discretion.

El Dorado Transit received one (1) proposal prior to the published January 21, 2020 deadline. Staff reviewed the proposal from Orion Outdoor Media and determined the proposal to be responsive in all material aspects. Orion Outdoor Media is the incumbent shelter advertising and maintenance contractor and has demonstrated excellent performance throughout the term of the existing agreement. Orion Outdoor Media proposed a 20% revenue share, less verified production costs, in accordance with industry standards. This revenue sharing method and rate represents no change from the existing arrangement.

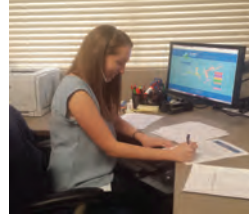
Staff recommends award of the bus shelter advertising and maintenance services contract to Orion Outdoor Media and requests authorization for the Executive Director to 1) finalize the terms of the agreement, 2) exercise future contract options based on revenue experience and performance, and 3) execute all documents related to the contract award.

## **FISCAL IMPACT**

The adopted Fiscal Year (FY) 2019/20 Operating Budget includes an estimated \$14,000 in annual revenue from the shelter advertising program. At the mid-year closing, the contract had yielded \$7,902.70 of revenue to the agency in the first six (6) months of FY 2019/20.



# **EL DORADO TRANSIT**



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## **REQUEST FOR PROPOSALS #19-03**

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### **Bus Shelter Advertising and Maintenance Services**

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**December 26, 2019**

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

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# **EL DORADO TRANSIT**

## **REQUEST FOR PROPOSALS**

### **BUS SHELTER ADVERTISING AND MAINTENANCE SERVICES**

The El Dorado County Transit Authority (El Dorado Transit) is seeking proposals from qualified contractors to provide revenue-generating transit advertising services. This advertising potential includes exterior advertising space on twenty (20) bus shelters. The advertising Contractor shall take full responsibility for all aspects of exterior advertising and shelter installation/maintenance as set forth in this Request for Proposals (RFP).

El Dorado Transit operates a rural, interconnecting, fixed route service within and between the communities of El Dorado Hills, Cameron Park, Shingle Springs, Diamond Springs, El Dorado, Placerville, Camino and Pollock Pines. Additional services include commuter service along U.S. Highway 50 to the downtown Sacramento and various demand-response services within El Dorado and neighboring counties.

The full Request for Proposals is available on the El Dorado Transit Website at [www.eldoradotransit.com](http://www.eldoradotransit.com). If Addendums are necessary, they will be posted on the website. Prospective proposers are required to notify Megan Wilcher, via e-mail at: [mwilcher@eldoradotransit.com](mailto:mwilcher@eldoradotransit.com) by January 6, 2020, by 2:00 PM, of their intent to submit a proposal, so that any Addendums, changes or Responses to inquiries can be transmitted.

Requests for clarification regarding any item in this RFP must be submitted in writing via e-mail to [mwilcher@eldoradotransit.com](mailto:mwilcher@eldoradotransit.com) and received no later than Monday, January 6, 2020 by 2:00 PM. No other direct contact with El Dorado Transit staff will be accommodated during the RFP period.

Each proposal shall consist of one (1) original and two (2) copies, which will be accepted at the El Dorado Transit office, 6565 Commerce Way, Diamond Springs, CA 95619 until 4:00 PM, January 21, 2020.

Proposals shall ensure nondiscrimination in the award and meet all local, state and federal requirements related to a transit operation.

El Dorado Transit expressly reserves the right to reject any and all proposals, to waive any irregularity or immaterial deviation in any proposal, to modify the RFP schedule or the RFP procedure and to withdraw this RFP at any time without prior notice. El Dorado Transit will be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered.

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## **I. INTRODUCTION**

### **A. EL DORADO COUNTY TRANSIT AUTHORITY**

El Dorado Transit operates public transportation on the western slope of El Dorado County in northern California east of Sacramento. El Dorado Transit operates under a Joint Powers Agreement between the County of El Dorado and the City of Placerville. Board membership includes three (3) members appointed by the County of El Dorado Board of Supervisors and two (2) members appointed by the Placerville City Council.

The Executive Director and/or his or her designee will manage this RFP and any contract(s) awarded as a result this solicitation.

### **B. PUBLIC TRANSIT SERVICES**

El Dorado Transit services include local fixed-routes, commuter service to downtown Sacramento and demand response services including local Dial-A-Ride and non-emergency medical transportation.

Local fixed routes operate within and between the communities of Cameron Park, Shingle Springs, Diamond Springs, El Dorado, Placerville, Camino and Pollock Pines. Sacramento commuter routes transport commuters from rural and suburban park and ride lots along U.S. Highway 50 to stops in the downtown Sacramento. Additional commuter service provides connections within the local fixed route communities, El Dorado Hills and light rail in Folsom California.

El Dorado Transit provided over 1 million vehicle revenue miles and carried over 375,000 passengers in fiscal year 2019. Bus routes and schedules are detailed on the El Dorado Transit website at [www.eldoradotransit.com](http://www.eldoradotransit.com).

## **II. ADVERTISING SPACE AVAILABLE**

Bus shelters with advertising panels: Two (2) panels per shelter for a total of forty (40) panels with 4 foot by 6 foot ads.

### **Locations:**

<b>Stop Name</b>	<b>Coordinates</b>	<b>Shelter(s)</b>
Big 5	38.730227, -120.835513	1
Broadway and Schnell School Road	38.732434, -120.780171	1
Cambridge Road Park and Ride	38.658977, -120.998476	1
Cameron Park Drive at Green Valley Road	38.701023, -120.996212	2
El Dorado Hills Park and Ride	38.647633, -121.066699	2
Forni Road at Lo-Hi Way	38.720899, -120.830660	1
Home Depot	38.732440, -120.824508	1
Marshall Hospital	38.725068, -120.790439	1

Missouri Flat Transfer Center	38.705858, -120.830179	2
Placerville Library	38.726299, -120.829438	1
Prospector Plaza	38.712423, -120.842585	1
Ray Lawyer Drive Park and Ride	38.726791, -120.824267	2
Regal Theaters	38.731594, -120.834694	1
Safeway Plaza (Pony Express Trail)	38.762842, -120.577479	1
Tractor Supply	38.732015, -120.780818	1
Victory Mine Building	38.695112, -120.807707	1

### **III. SCOPE OF WORK/SERVICES**

El Dorado Transit is seeking proposals from qualified contractors to provide bus shelter advertising services which will yield maximum revenue to El Dorado Transit. The proposed term of the Contract is a base period of three (3) years, commencing upon the date of contract execution (anticipated March 2020) through June 30, 2023, with two (2) additional two-year options to be exercised at El Dorado Transit's sole discretion. Pricing, rates and or revenue commitments for all seven (7) years must be included in the proposal.

The Contractor shall have exclusive rights to place advertising on bus shelters, subject to the terms and conditions set forth in this Request for Proposals and the attached, draft "Agreement."

In return for said exclusive advertising rights, the Contractor shall provide compensation to El Dorado Transit in the form of monthly payments. The compensation may be based on either a percentage of revenue generated and/or a guaranteed amount. El Dorado Transit retains the right to negotiate and select the preferred payment formula and the required methods for invoicing/reporting.

Contractor shall provide all finished advertising material to be placed on the bus shelters. Contractor shall maintain in good condition and repair all advertisements on bus shelters, and shall immediately replace any advertising material that has been stolen, damaged, or defaced. The Contractor shall remove, in a timely fashion, any advertisements with expired sales agreements.

The Contractor shall provide complete routine and on-call maintenance for all existing and newly installed ad shelters for the duration of the agreement. Required services shall include, but will not necessarily be limited to, trash pick-up and removal; power washing of shelter, pad and surrounding areas; immediate removal of graffiti; immediate repair to shelters and installation of new shelters, as per the direction of El Dorado Transit.

The Contractor shall employ its best efforts to develop and sell advertising space, operating a fully staffed business office that includes the following:

- An experienced local advertising sales force with the capability of acquiring national advertisers and accounts.
- An administrative facility and local work force capable of insuring proposed installation, both routine and on-call maintenance, repair and removal of advertising displays.

#### **IV. SPECIAL CONDITIONS**

El Dorado Transit reserves the right to use up to six (6) bus shelter advertising spaces each calendar year for self-promotion.

All advertisements shall be reviewed and approved in writing by El Dorado Transit prior to their placement on buses or shelters.

El Dorado Transit shall maintain content control of advertisement. El Dorado Transit will not lease bus shelter advertising space the following described announcements or advertisements (hereinafter advertisement). A prohibited advertisement is one which:

- a) Is false, misleading or deceptive;
- b) Relates to an illegal activity;
- c) Is explicit sexual material, obscene material, or material harmful to minors as these terms are defined in California Penal Code Section 311;
- d) Depicts violence and/or anti-social behavior;
- e) Holds up individuals or groups of people to public ridicule, derision, or embarrassment;
- f) Includes language which is obscene , vulgar, profane, libelous or scatological;
- g) Includes language which presents a clear and present danger of causing riot, disorder, or other imminent threat to public safety;
- h) Promotes sale or use of tobacco;
- i) Promotes sale or use of alcohol;
- j) Includes language or images that promote religious or faith-based ideologies;
- k) Is generally understood in the El Dorado County community to convey, whether expressly or implied, intentionally or unintentionally, by inference or innuendo, the religious, social, political, legal or moral view of any person or entity.
- l) Would cause the advertising space if posted singly or in combinations with other like advertisements, to become a public forum for the dissemination, debate, and/or discussion of public issues – as determined by applicable legal precedent.

#### **V. MAINTENANCE AND REPAIR OF BUS SHELTERS**

Contractor shall routinely clean and maintain bus shelters no less than twice weekly, including cleaning advertising panels, removing trash around shelters and removing any graffiti or unauthorized posting. Contractor shall provide similar maintenance service to the Missouri Flat Transfer Center no less than three (3) times per week.

Contractor, at its sole cost and expense, shall repair existing bus shelters and all new bus shelters with advertising panels, after they are constructed. Damage to existing and new bus shelters caused by vandalism shall be included in Contractor's responsibility.

Contractor will respond immediately upon notification if an advertising bus shelter requires extra cleaning, maintenance or repair due to planned or unforeseen issues. Contractor will make every effort to resolve the maintenance issue within the same day, but no later than twenty-four (24) hours, following notification. If Contractor is unable to resolve the maintenance issue by 5:00 pm the same day, it will notify Transit with a plan of action and schedule to take care of the issue within the required timeframe.

## **VI. CONTACT**

Megan Wilcher, Administrative Coordinator  
El Dorado County Transit Authority  
6565 Commerce Way  
Diamond Springs, CA 95619  
(530) 642-5383 extension 229  
Email: mwilcher@eldoradotransit.com

## **VII. PROJECT TIMETABLE**

December 26, 2019	Issue Request for Proposals
January 6, 2020 by 2:00 PM	Written Questions/Inquires due
January 10, 2020	Response to Questions/Inquiries released
January 21, 2020 at 4:00 PM	RFP Proposals due
February 6, 2020	Contract Award (anticipated)
March 2, 2020	Execute Contract (anticipated)

## **VIII. GENERAL CONDITIONS**

### **A. Limitations**

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

Until the final ranking of firms is prepared and released, the proposals shall be held in confidence and shall not be available for public review. No proposal shall be returned

after the deadline set for acceptance of the proposals. All proposals shall become property of El Dorado Transit and shall be subject to disclosure following the award of a contract, pursuant to the Public Records Act.

#### **B. Award**

El Dorado Transit may ask proposers to present oral presentations regarding their firms and any special expertise in the necessary areas. If needed, oral presentations will likely be conducted during the week of January 27<sup>th</sup> – 31<sup>st</sup>, 2020. All finalists may be required to participate in negotiations and submit financial, technical or other revisions of their proposals as may result from negotiations. El Dorado Transit also reserves the right to award the Contract without discussion, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a financial and technical viewpoint.

#### **C. RFP Addenda**

Any changes to the RFP requirements will be made by written addenda and shall be considered part of the RFP. Upon issuance by El Dorado Transit, such addenda shall be incorporated in the final Contract, and shall prevail over inconsistent provisions of earlier issued documentation. It is each proposer's responsibility to check for addenda prior to submission of its proposal.

#### **D. Verbal Agreement or Conversation**

No prior, current, or post award verbal conversations or agreements with any officer, agent, or employee of El Dorado Transit shall be valid to affect or modify any terms or obligations of the RFP or the Contract resulting from this solicitation.

#### **E. Signature**

Each proposal shall provide the following information: name, title, address, telephone number and email of individual(s) with authority to bind the company and designated contact(s) during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the company and shall contain a statement to the effect that the proposal is a firm offer for at least a thirty (30) day period.

#### **F. Term**

The proposed term of the Contract is a base period of three (3) years, commencing upon the date of contract execution (anticipated March 2, 2020) through June 30, 2023, with two (2) additional two-year options to be exercised at El Dorado Transit's sole discretion.

## **G. Termination Clause**

The Contract to be awarded pursuant to this RFP may be terminated by El Dorado Transit for no cause with ninety (90) days prior written notice to Contractor.

## **H. Insurance and Indemnity**

The Contractor shall provide evidence of the following insurance requirements, prior to execution of the Contract, naming the El Dorado County Transit Authority as an additional insured:

Commercial General Liability Insurance of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/locations (with the ISO CC 2501 or insurer's equivalent endorsement provided to Transit) or the general aggregate limit shall be twice the required occurrence limit.

Automobile liability of at least \$500,000 is required in the event motor vehicles are used by the Contractor and/or any subcontractor in the performance of the Agreement. One million dollars (\$1,000,000) per accident for bodily injury and property damage combined single limit.

The Contractor shall be required to fully indemnify and hold harmless El Dorado Transit and its respective officers, directors, agents, employees and representatives, from and against all loss and claims resulting from injury, death or damage to property, arising out of Contractor's operations or activities under the Contract.

Examples of El Dorado Transit's full, standard indemnity and insurance requirements are detailed in Sections 11 and 12 of the attached draft agreement, respectively.

## **I. Contract Arrangements**

The Contractor shall execute a contract similar to El Dorado Transit's Professional Services Agreement, which meets current Federal requirements. Included as an attachment for review is a copy of a sample El Dorado Transit Professional Services Agreement specific to advertising.

1. Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation that minority- and women-owned business enterprises (hereby referred to as DBE's) as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. DBE certified consultants are encouraged to submit proposals. El Dorado Transit will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award

and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin.

2. DBE Obligation: The recipient or its contractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under the final Contract. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
3. Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.
4. Equal Employment Opportunity: In connection with the performance of the Contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

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

## **IX. PROPOSAL CONTENT AND ORGANIZATION**

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

### **Transmittal Letter**

The Transmittal Letter should include the name, title, address, phone number, and original wet signature of an individual with authority to negotiate on behalf of and to contractually bind the company, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the proposals.

The following information is required as part of the Transmittal Letter:

Addendums: If an Addendum has been issued by El Dorado Transit, receipt must be acknowledged in the letter.

Duration: The letter should state that the proposal terms shall remain binding for thirty (30) days following the date of the proposal.

### **Project Management**

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

### **Contractor Staff**

The proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A project manager must be designated, and an organizational chart must be included, showing the manager and all project staff who will provide services.

### **Qualifications and References**

The proposal must include a list of references for similar clients. References should include client contact names, addresses, phone numbers, descriptions of the type of work performed, approximate dates on which the work was completed, and professional staff who performed the work. If a subcontractor is proposed, two to three similar qualifications and references should be provided for the subcontractor.

### **Revenue Proposal**

The proposal must include the proposed revenue sharing including the basis for methodology.

**Number of Copies**

The proposal must include one (1) original and two (2) copies of the document and any attachments.

All proposals must be received at the following place of business, no later than **4:00 PM, January 21, 2020**:

**El Dorado County Transit Authority  
ATTN: Megan Wilcher, Administrative Coordinator  
6565 Commerce Way  
Diamond Springs, California 95619**

If proposals are mailed, they must be addressed correctly and received by the above deadline. Late proposals shall not be accepted. Postmarks shall not be accepted. Proposals must be submitted in a sealed envelope clearly marked "Advertising Services Proposal."

Until award of the Contract, proposals shall be held in confidence and shall not be available for public review. Upon award of the Contract for the successful proposal, all proposals, whether selected or rejected, shall become the property of El Dorado Transit and shall be public records. No proposal shall be returned after the date and time for opening. All proposals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing, in the same number of copies as the original proposal, prior to the date and time specified for receipt of proposals.

**X. PROPOSAL EVALUATION AND SELECTION**

A panel of El Dorado Transit staff will evaluate the proposals. Proposers may be contacted and asked for further information, if necessary, and may be expected to appear for oral interviews. All previous and current clients provided as references may be contacted. The panel will make recommendations to the El Dorado Transit Executive Director on the basis of the proposal, oral interview and/or reference checks. El Dorado Transit reserves the right to select a Contractor based solely on written proposals, without convening oral interviews.

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

- Specialized experience and technical competence
- Expertise in transit advertising
- Specific statistical and demographic related experience and qualifications
- Understanding of and approach to scope of work/services
- Qualifications of personnel to be assigned to this Contract

- Revenue methodology and guarantee
- Availability and experience of local work force with the capability of acquiring national advertisers and accounts
- Availability and experience of local work force with the capability of ensuring both routine and timely on-call maintenance, repair, installation and removal of advertising displays and related shelter facilities.

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

**AGREEMENT FOR BUS SHELTER ADVERTISING  
AND MAINTENANCE SERVICES  
BY AND BETWEEN  
EL DORADO COUNTY TRANSIT AUTHORITY  
AND \_\_\_\_\_**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between \_\_\_\_\_, hereinafter referred to as “Contractor,” and El Dorado County Transit Authority, a public agency, hereinafter referred to as to “El Dorado Transit” who agree as follows:

**1. Grant of Rights and Privileges to Contractor**

Subject to the rights, terms and limitations contained in this Agreement, including any exhibits attached hereto and made a part hereof, El Dorado Transit hereby grants Contractor the exclusive license to supply, install and maintain commercial advertising on bus shelters in a form, style and manner that is acceptable to El Dorado Transit.

**2. Advertising Content**

A. El Dorado Transit shall maintain content control of advertisements. El Dorado Transit will not lease advertising space for the following described announcements or advertisements (hereinafter advertisement). A prohibited advertisement is one which:

- (i) Is false, misleading or deceptive;
- (ii) Relates to an illegal activity;
- (iii) Is explicit sexual material, obscene material, or material harmful to minors as these terms are defined in California Penal Code Section 311;
- (iv) Depicts violence and/or anti-social behavior;
- (v) Holds up individuals or groups of people to public ridicule, derision, or embarrassment;
- (vi) Includes language that is obscene, vulgar, profane, libelous or scatological;
- (vii) Includes language that presents a clear and present danger of causing riot, disorder, or other imminent threat to public safety;
- (viii) Promotes the sale or use of tobacco;
- (ix) Promotes legal gambling.

- (x) Promotes the sale or use of alcohol.
- (xi) Includes language or images that promote religious or faith-based ideologies.
- (xii) Is generally understood within the El Dorado County community to convey, whether expressly or impliedly, intentionally or unintentionally, by inference or innuendo, the religious, social, political, legal, or moral view of any person or entity.
- (xiii) Would cause the advertising space, if posted singly or in combinations with other like advertisements, to become a public forum for the dissemination, debate, and/or discussion of public issues – as determined by applicable legal precedent.

B. El Dorado Transit Executive Director and/or El Dorado Transit Board of Directors shall review and approve all advertising content prior to installation. Contractor shall present the information to El Dorado Transit for approval and El Dorado Transit agrees to reply within a timely manner. Upon breach of this covenant by Contractor, El Dorado Transit reserves the right to cancel this Agreement without any liability.

### **3. Effective Date/Term**

This Agreement shall be effective from the date of execution. The term of the Agreement shall extend from the date of execution and shall continue through the date of **June 30, 2023** with an option for two (2) additional two-year terms, to be exercised at El Dorado Transit's sole discretion. Contractor shall not commence work without the prior written authorization from El Dorado Transit. Either party may terminate the Agreement with ninety (90) day written notice at any time during the term of this Agreement.

### **4. Terms of Payment**

Contractor agrees to the following payments to El Dorado Transit:

- (i) 20% revenue share on all shelter advertising revenue.
- (ii) Revenue share payments to El Dorado Transit shall be based upon gross revenue payments to Contractor less verified production costs in accordance with industry standards pertaining to revenue share payments. Production costs and sales contract information shall be submitted to and approved by El Dorado Transit prior to installation of advertisement and included in the monthly statement.

### **5. Method of Payment**

Contractor shall make payments to El Dorado County Transit Authority at 6565 Commerce Way, Diamond Springs, California 95619. The payment shall be due on the fifth

(5<sup>th</sup>) day of each month. Contractor shall make monthly payments within ten (10) days from the due date. Late payments shall bear interest of one and one-half percent (1 ½ %) per month accruing from the due date. Interest shall continue to accrue on all past-due amounts until all such past-due amounts are collected or paid. Notwithstanding any interest owed on late payments, El Dorado Transit reserves the right to cancel this Agreement for breach if Contractor fails to make a payment to El Dorado Transit. Contractor shall provide El Dorado Transit with a monthly statement, in a form acceptable to El Dorado Transit, detailing gross advertising sales and revenue for the preceding month, broken down by category (shelter, guaranteed minimum etc.) and shelter location. The monthly statement shall accompany the monthly payments. Unless agreed otherwise, payment shall be delivered by first class mail through the facilities of the U.S. Post Office, postage prepaid, addressed to the applicable party in the manner set forth in Article 30 of this Agreement. This provision shall survive the termination of the Agreement.

**6. Time for Performance**

Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory accomplishment of the Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by a cause, present or future, which is beyond the reasonable control of the party.

**7. Professional Standards**

Contractor warrants and guarantees that the work provided under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor is engaged.

**8. Release of Information/Promotional Materials**

Before releasing any public information, including reports or promotional materials, prepared in connection with this Agreement, Contractor shall provide a copy to the Executive Director or designated agent for review and approval prior to release of said documents.

**9. Covenant Against Gratuities**

Contractor covenants that it has not offered or given gratuities in the form of entertainment, gifts, or otherwise to any member, officer, or employee of El Dorado Transit with a view toward securing favorable treatment in the award, modification or performance evaluation of this Agreement. For breach or violation of this covenant, El Dorado Transit shall have the right to cancel this Agreement without any liability to Contractor.

**10. Conflict of Interest**

Contractor covenants that Contractor, at the time of the execution of this Agreement, has no interest and shall not acquire any interest, direct or indirect, which would conflict with the

performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

Contractor shall not employ any El Dorado Transit official or employee in the work performed pursuant to this Agreement. No officer or employee of El Dorado Transit shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code. Contractor warrants and covenants that no official or employee of El Dorado Transit will be employed in the performance of this Agreement without the immediate divulgence of such fact to El Dorado Transit.

Upon breach of this covenant by Contractor, El Dorado Transit may cancel this Agreement without any liability if Contractor fails to remedy such conflict within thirty (30) days of notice to Contractor. In its discretion, El Dorado Transit may also recover the full amount of any such compensation paid to such official, employee or business entity.

#### **11. Indemnification**

To the fullest extent permitted by law, Contractor does hereby assume liability for, and agrees to defend, indemnify, protect, save and hold harmless El Dorado Transit, its directors, officers, employees, or authorized volunteers and its successors and assigns and each and every one of them from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed, asserted against, incurred or suffered by El Dorado Transit or its directors, officers or employees or its successors and assigns by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of:

(i) any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of Contractor or any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier in its or their performance hereunder, except to the extent caused by the sole or active neglect of El Dorado Transit and except as proscribed by statute; and

(ii) any claim of patent or copyright infringement or publication of defamatory material including El Dorado Transit's failure to request removal of such material in connection with the services performed and/or work products provided under this Agreement by Contractor or any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier; and

(iii) a release by Contractor or any of its officers, agents, servants, employees, subcontractors or subcontractors of any tier in its or their performance hereunder of any substance or material defined or designated as a hazardous or toxic substance, material or waste by any federal, state or local law or environmental statute, regulation or ordinance presently in effect, or as amended or promulgated in the future, but only to the extent that such release is not proximately contributed to or caused by El Dorado Transit or its directors, officers or employees.

The parties shall establish procedures to notify the other party where appropriate of any claims, administrative actions or legal actions with respect to the matters described in this indemnification provision. The parties shall cooperate in the defense of such action brought by others with respect to the matters covered in this indemnity. Nothing set forth in the Agreement shall establish a standard of care for, or create any legal rights in, any person not a party to this Agreement. The provisions of this section shall survive any termination or expiration of this Agreement.

## **12. Insurance**

A. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing the performance of the work of this Agreement. Contractor and subcontractors will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement. Contractor shall furnish to El Dorado Transit a certificate of waiver of subrogation under the terms of the workers' compensation insurance and Contractor shall similarly require all its subcontractors and agents to waive subrogation.

B. Commercial General Liability Insurance of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to El Dorado Transit) or the general aggregate limit shall be twice the required occurrence limit.

C. Automobile liability of at least \$500,000 is required in the event motor vehicles are used by the Contractor and/or any subcontractor in the performance of the Agreement. One million dollars (\$1,000,000) per accident for bodily injury and property damage combined single limit.

D. For the purpose of this agreement there is no requirement for professional liability coverages.

E. Contractor and/or any subcontractor shall furnish a certificate of insurance satisfactory to the El Dorado Transit Executive Director as evidence that the insurance required above is being maintained.

F. The insurance shall be issued by an insurance company acceptable to the Executive Director, or be provided through partial or total self-insurance, likewise acceptable to the Executive Director.

G. Contractor and/or any subcontractor agree that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage

expires at any time or times during the term of this Agreement, Contractor and/or any subcontractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the Agreement there, or for a period of not less than one (1) year. New certificates of insurance are subject to approval of the Executive Director and Contractor and/or any subcontractor agree that no services shall be performed prior to such approval. In the event Contractor and/or subcontractor fail to keep in effect at all time insurance coverage as herein provided, El Dorado Transit may, in addition to any other remedies it may have, terminate this Agreement.

H. The certificate of insurance must include the following provisions stating that: (1) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to El Dorado Transit, and, (2) El Dorado Transit, its directors, officers, employees, agents and volunteers are included as additional named insureds for all operations under this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to El Dorado Transit, its directors, officers, employees, agents or volunteers.

I. Contractor's and/or any subcontractor's insurance shall be primary in respect to El Dorado Transit. Any insurance maintained by El Dorado Transit shall be excess of Contractor and/or subcontractor and shall not contribute with it.

J. Any deductibles or self-insured retentions must be declared and approved by El Dorado Transit. At El Dorado Transit's option, either: Insurer shall reduce or eliminate such deductibles or self-insured retentions; or Contractor and/or any subcontractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to El Dorado Transit.

L. The insurance companies shall have no recourse against El Dorado Transit for payment of any premiums or assessments under any policy issued by any insurance company.

M. Contractor's and/or any subcontractor's obligations shall not be limited by the foregoing requirements and shall survive expiration of this Agreement.

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

O. Certificates of insurance shall meet such additional standards as may be determined by El Dorado Transit either independently or in consultation with the Executive Director, as essential for protection of El Dorado Transit.

**13. Health, Safety, Fire and Environmental Protection**

A. The Contractor and/or any subcontractor or agent shall comply with federal, state and local requirements pertaining to safety, health, fire and environmental protection.

B. In the event standards conflict, the standard providing the highest degree of protection and not in violation of any other applicable standard or law shall prevail.

**14. Termination, Cancellation, Expiration**

**A. Cancellation for Breach**

El Dorado Transit may cancel this Agreement for breach if:

- (i) Contractor fails to perform any of its obligations in accordance with the Agreement.
- (ii) Contractor files a petition in bankruptcy or for reorganization.
- (iii) Contractor becomes insolvent.

If El Dorado Transit elects to cancel this Agreement for breach, El Dorado Transit shall provide Contractor written Notice of Cancellation. Contractor shall have thirty (30) days from receipt of such Notice to cure the breach, or such longer times as may be set forth in the Notice of Cancellation. If the breach is not cured to El Dorado Transit's written satisfaction, then cancellation of the Agreement shall become effective on the date specified by El Dorado Transit's Notice of Cancellation. Notice of written satisfaction shall not be unreasonably withheld. In the event that the Agreement is canceled for breach, El Dorado Transit may complete the services hereunder with its own forces or may enter into a new contract.

El Dorado Transit shall be entitled to recover from Contractor all loss, cost or damage reasonably incurred by El Dorado Transit to provide the same level of services as set forth in the Agreement had the Agreement not been canceled for breach, and/or obtain any relief available at law or equity.

**B. After Notice of Cancellation, Termination or Expiration**

At least thirty (30) days prior to the effective date of cancellation, termination, or expiration, Contractor shall give thirty (30) days' notice of termination to all its existing advertisers unless El Dorado Transit designates a longer notice period. Upon the effective date of cancellation or termination of this Agreement, Contractor shall remove all advertising, or shall assign all advertising contracts and revenues to El Dorado Transit upon terms and conditions mutually agreed upon by the parties.

### **C. Notice of Expiration**

Six months prior to the expiration of this contract El Dorado Transit may send Contractor a notice of expiration and request a meeting to discuss winding up of the contract, the potential advertisement for the award of a new contract, or the possible extension or renewal of this contract.

### **D. Transition/Carryover of Advertising Contracts**

A "Carryover Contract" is defined as any advertising contract that extends beyond the termination or expiration of this Agreement. If upon termination or expiration of this Agreement, the Contractor is not awarded a subsequent Agreement, El Dorado Transit shall include in its Agreement with the successor firm, or El Dorado Transit, a requirement that such firm shall pay to contractor 15% of the net billings of any assigned Carryover Contracts for a period of six months after the expiration of this Agreement.

### **15. Third Party Obligations**

Contractor shall be solely liable to third parties with whom it enters into contract to effectuate the purposes of this Agreement. Contractor shall pay directly such parties for all amounts due under said arrangement. Contractor shall indemnify and hold El Dorado Transit harmless from any and all claims and liabilities arising from any third party contracts. Contractor shall exert its best efforts to prevent any loss to El Dorado Transit from the failure of proper performance of any third party.

### **16. Workers' Compensation**

El Dorado Transit shall not be responsible for providing workers' compensation insurance or any other protective insurance coverage that is based upon the relationship of employer and employee.

### **17. Assignment of Work**

Contractor may not assign this agreement or any of its rights or obligations hereunder or the ownership interest of Contractor to any person or entity without the prior written consent of El Dorado Transit. Nothing herein shall prevent Contractor from subcontracting out the work performed by Contractor herein, provided that Contractor shall remain responsible for the work of its subcontractors.

### **18. Independent Contractor**

El Dorado Transit and the Contractor agree that Contractor is an independent Contractor, and is not an officer or employee of El Dorado Transit. Contractor shall be solely responsible for the conduct and control of the work performed under this Agreement. All labor, materials and equipment necessary to complete the work shall be provided by the Contractor. Contractor shall

be free to render services to others during the term of this Agreement, so long as such activities do not interfere or conflict with Contractor's responsibility or fiduciary duty to Transit.

Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment. Contractor shall assume all responsibility for its employees for federal and state income tax withholding, FICA, SDI, and any other deductions from income that Contractor is properly required to make as an independent Contractor.

**19. Maintenance of Records/Audit Rights**

Contractor shall keep such true and accurate accounts, records, books and data pertinent to the performance of this Agreement. Contractor shall use appropriate accounting methods to fully disclose all gross advertising sales information in a form approved by El Dorado Transit. Such completed forms shall be submitted with each respective monthly payment. Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, and make such materials available at their respective offices at all reasonable times throughout the term of this Agreement to El Dorado Transit or its agents and for five (5) years after expiration or termination of this Agreement. In the event that El Dorado Transit desires to audit the books and records of Contractor pertaining to this contract, El Dorado Transit may engage a Certified Public Accountant ("CPA") to conduct the audit, shall pay for the audit, and shall give reasonable notice to Contractor prior to such audit. This section shall survive the expiration or termination of this Agreement. El Dorado Transit shall have the right to inspect and audit Contractor's accounting books, records and documents during normal business hours.

**20. Nonwaiver**

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

**21. Modification**

No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and full executed by the duly authorized officers of the parties hereto.

**22. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**23. Captions**

The headings of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

**24. Severability**

If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable the remainder of this Agreement shall remain in full force and effect. If the entire Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable the Agreement shall automatically be deemed canceled and neither party shall be responsible for any damages, costs, fees or lost revenue.

**25. Survivorship**

Any responsibility of Contractor for warranties, insurance or indemnity with respect to this Contract shall not be invalidated due to the expiration, termination or cancellation of this Contract.

**26. Relationship Between the Parties**

Nothing in these Agreement documents are intended to create, and nothing herein shall be considered as creating any partnership, joint venture or agency relationship between El Dorado Transit and Contractor. The payment of revenue from advertising on a percentage basis is adopted by the parties hereto solely as a convenient means of measuring said revenue to be paid for the rights and purposes herein granted.

**27. Nondiscrimination**

Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of any basis listed in subdivision (a) of Section 12940 of the Government Code, as amended from time to time, in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

**28. Solicitation for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of material or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Agreement relative to nondiscrimination on the grounds of any basis listed in subdivision (a) of Section 12940 of the Government Code, as amended from time to time.

**29. Third Party Beneficiary**

Nothing in this Agreement is intended to, nor shall anything in this Agreement be

construed to, benefit any third party.

**30. Communications**

Any communications required during the administration of this Agreement, including notice of termination or cancellation, shall be addressed to the respective parties as follows:

**EL DORADO TRANSIT:** El Dorado County Transit Authority  
ATTN: Matthew Mauk, Executive Director  
6565 Commerce Way  
Diamond Springs, CA 95619  
Phone: (530) 642-5383, Ext. 210

**CONTRACTOR:**

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**31. Ambiguities**

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. Both parties have engaged counsel and negotiated the term of the Agreement. No ambiguity shall be presumed to be construed against either party.

**32. Integration**

The Agreement embodies the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written or otherwise exists between the parties.

**33. Maintenance and Repair of Bus Shelters**

Contractor shall routinely clean and maintain bus shelters no less than twice weekly, including cleaning advertising panels, removing trash around shelters and removing any graffiti or unauthorized posting. Contractor shall provide similar maintenance service to the Missouri Flat Transfer Center no less than three (3) times per week.

Contractor, at its sole cost and expense, shall maintain, clean and repair existing bus shelters and all new bus shelters with advertising panels, after they are constructed. Damage to existing and new bus shelters caused by vandalism shall be included in Contractor's responsibility under this section.

Contractor will respond immediately upon notification if an advertising bus shelter requires extra cleaning, maintenance or repair due to planned or unforeseen issues. Contractor will make every effort to resolve the maintenance issue within the same day, but no later than twenty-four (24) hours, following notification. If Contractor is unable to resolve the maintenance

issue by 5:00 pm the same day, it will notify El Dorado Transit with a plan of action and schedule to take care of the issue within the required timeframe.

**34. Waiver of Claims Against Transit**

Contractor hereby waives any claim against El Dorado Transit, its officers, employees or agents, for damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement, or any part thereof or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable or delaying the same or any part thereof from being carried out, or for breach or nonperformance of this Agreement.

In addition, Contractor acknowledges that this Agreement includes provisions granting to El Dorado Transit the right to terminate this Agreement and upon such termination to order the removal of and/or itself remove the advertising that Contractor installed on El Dorado Transit's bus shelters pursuant to this Agreement. Contractor fully waives, releases, and relinquishes forever any and all claims, demands, rights and causes of action that it may have against El Dorado Transit under California Business and Professions Code Section 5200, et seq., any amendments thereto or other future laws, for any compensation from El Dorado Transit not otherwise provided herein, including the payment of just compensation, as defined in the eminent domain law (Title 7, commencing with Section 1230.010, of Part 3 of California Code of Civil Procedure), in the event El Dorado Transit exercises any such rights in accordance with the provisions of this Agreement.

In connection with the foregoing release, Contractor acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Contractor acknowledges that the release contained herein includes all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Contractor realizes and acknowledges that it has entered into this Agreement in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of California Civil Code, Section 1542, or any statute or other similar provision now or later in affect. The releases contained herein shall survive any termination or expiration of this Agreement.

**35. Taxes**

Any federal, state or local taxes levied upon this Agreement, or the transaction, shall be borne by the Contractor. These taxes shall include, but not be limited to, sales taxes.

**36. Attorney's Fees**

In the event suit is brought by either party to enforce the terms and provisions of this Agreement or to secure the performance hereof, the prevailing party shall be entitled to recover attorney's fees and costs of litigation.

**37. Controlling Law and Venue**

This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement determined in, accordance with the laws of the State of California. Any controversy arising out of or under this Agreement, if litigated, shall be adjudicated in a court of competent jurisdiction in El Dorado County, California.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement on the day and year first hereinabove appearing.

**EL DORADO COUNTY  
TRANSIT AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Matthew Mauk, Executive Director

FID: \_\_\_\_\_  
Corporate Seal

By: \_\_\_\_\_  
Michael Tucker  
Legal Counsel for El Dorado Transit  
Approved as to Legal Form

AGENDA ITEM 1 H  
Consent Item

**MEMORANDUM**

**DATE:** February 6, 2020  
**TO:** El Dorado County Transit Authority  
**FROM:** Julie Petersen, Finance Manager  
**SUBJECT:** Blanket Purchase Order Revisions for Fiscal Year 2019/20

**REQUESTED ACTION:**

**BY MOTION,**

**Approve Revised Blanket Purchase Orders above \$25,000 for Fiscal Year 2019/20**

**BACKGROUND**

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

At the mid-year point of operations, staff evaluates the financial position of El Dorado Transit including a review of purchase orders needing adjustments for the remaining six (6) months of service. Typically these purchase order adjustments are presented for consideration at the regularly scheduled Board meeting in February of each fiscal year.

**DISCUSSION**

**Salary & Benefit Accounts**

*Purchase Order B25020 – CalPERS Public Employees Retirement System*

5020.01	Employee Retirement	<del>\$775,000</del>	\$955,000
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The requested increase to the CalPERS Public Employees Retirement System purchase order does not require a budget adjustment. CalPERS requires both employee and employer portions of pension to be paid concurrently. Purchase order B25020 is the mechanism that allows for these deductions and payments.

### **Service & Supply Accounts**

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

#### *Purchase Order B25032 – Western Truck Parts & Equipment LLC*

5040.00	Vehicle Maintenance In-House	<del>\$45,000</del>	\$65,000
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#### *Purchase Order B25050 – Capital Clutch & Brake*

5040.00	Vehicle Maintenance In-House	<del>\$24,000</del>	\$35,000
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#### *Purchase Order B25105 – CDW-G*

5140.01	Equipment Purchase - Data Processing		
5040.05	Equipment Purchase – Office	<del>\$24,000</del>	\$35,000

#### *Purchase Order B25107 – Dell Marketing L.P.*

5140.01	Equipment Purchase - Data Processing		
5040.05	Equipment Purchase – Office	<del>\$24,000</del>	\$30,000

#### *Purchase Order B25213 – RTS IT Inc.*

9910.29	IT Projects and Upgrades	<del>\$24,000</del>	\$30,000
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### **FISCAL IMPACT**

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

# EL DORADO COUNTY TRANSIT AUTHORITY

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

REVISED 02/06/20

**PURCHASE ORDER NO. B25020**

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

**DATE: 07/01/19**

ACCOUNT: 5020.01

CLASS: 125

TO: PUBLIC EMPLOYEES RETIREMENT  
SYSTEM  
400 P STREET  
PO BOX 1982  
SACRAMENTO, CA 95809-1982

SHIP & INVOICE TO:

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

Contact:

Vendor Phone No:

Fax No:

PROMISED DELIVERY DATE		TERMS: NET DUE		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		<p>EMPLOYER PAID RETIREMENT BENEFITS:</p> <p>CLASSIC: EMPLOYEE PORTION 7% EMPLOYER PORTION 10.868% NEW HIRES HIRED AFTER 12/31/12</p> <p>PEPRA: EMPLOYEE PORTION 6.5% EMPLOYER PORTION 7.072% OF ELIGIBLE GROSS PAYROLL FOR FISCAL YEAR 07/01/19 THROUGH 06/30/20</p> <p>CalPERS RETIREMENT BENEFITS ARE PAID THROUGH AN ELECTRONIC FUNDS TRANSFER TRANSACTION</p>		NOT TO EXCEED: \$955,000.00
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	\$955,000.00
			SHIPPING	
			SALES TAX	
			<b>TOTAL</b>	NTE: \$955,000.00
<b>PURCHASING AGENT</b>				

## PLEASE NOTE CONDITIONS ON REVERSE SIDE

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

Circle Distributing: Vendor - Accounting - Requestor - Purchasing

# EL DORADO COUNTY TRANSIT AUTHORITY

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

REVISED 02/06/20

**PURCHASE ORDER NO. B25032**

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

**DATE: 07/01/19**

ACCOUNT: 5040

CLASS: 110

TO: WESTERN TRUCK PARTS & EQUIP LLC  
825 STILLWATER ROAD  
WEST SACRAMENTO, CA 95605

SHIP & INVOICE TO:

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

Contact: John Blazevic

Vendor Phone No: (916) 441-6151

Fax No: (916) 444-9932

PROMISED DELIVERY DATE		TERMS: NET 30		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		PARTS AND SUPPLIES FOR FLEET VEHICLE MAINTENANCE ON AN AS NEEDED BASIS FOR 07/01/19 THROUGH 06/30/20		NOT TO EXCEED: \$65,000.00
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	\$65,000.00
			SHIPPING	
			SALES TAX	
			<b>TOTAL</b>	NTE: \$65,000.00
<b>PURCHASING AGENT</b>				

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# EL DORADO COUNTY TRANSIT AUTHORITY

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

REVISED 02/06/20

**PURCHASE ORDER NO. B25050**

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

**DATE: 07/01/19**

ACCOUNT: 5040

CLASS: 110

TO: CAPITOL CLUTCH & BRAKE  
3100 DULUTH STREET  
WEST SACRAMENTO, CA 95691

SHIP & INVOICE TO:

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

Contact:

Vendor Phone No: (916) 371-5970

Fax No: (916) 371-6853

PROMISED DELIVERY DATE		TERMS: NET 30		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		PARTS AND SUPPLIES FOR FLEET VEHICLE MAINTENANCE ON AN AS NEEDED BASIS FOR FISCAL YEAR 07/01/19 THROUGH 06/30/20		NOT TO EXCEED: \$35,000.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority.  <b>PURCHASING AGENT</b>			SUBTOTAL	\$35,000.00
			SHIPPING	
			SALES TAX	
			<b>TOTAL</b>	NTE: \$35,000.00

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Circle Distributing: Vendor - Accounting - Requestor - Purchasing

# EL DORADO COUNTY TRANSIT AUTHORITY

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

REVISED 02/06/20

**PURCHASE ORDER NO. B25105**

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

**DATE: 07/01/19**

ACCOUNT: 5140.01

CLASS: 125

ACCOUNT: 5140.05

CLASS: 125

SHIP & INVOICE TO:

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

TO: CDW-G

75 REMITTANCE DR. SUITE 1515  
CHICAGO, IL 60675-1515

Contact: Andi Schroll

Vendor Phone No: (866) 243-2237

Fax No: (847) 371-2165

PROMISED DELIVERY DATE		TERMS: NET 30		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		PARTS AND SUPPLIES FOR COMPUTER NETWORK AND ANY OTHER MISCELLANEOUS COMPUTER PARTS AS NEEDED FOR FISCAL YEAR 07/01/19 THROUGH 06/30/20		NOT TO EXCEED: \$35,000.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority.  <b>PURCHASING AGENT</b>			SUBTOTAL	\$35,000.00
			SHIPPING	
			SALES TAX	
			<b>TOTAL</b>	NTE: \$35,000.00

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Circle Distributing: Vendor - Accounting - Requestor - Purchasing

**EL DORADO COUNTY TRANSIT AUTHORITY**

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

**REVISED 02/06/20****PURCHASE ORDER NO. B25107**

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

**DATE: 07/01/19**

ACCOUNT: 5140.01

CLASS: 125

ACCOUNT: 5140.05

CLASS: 125

SHIP &amp; INVOICE TO:

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

TO: DELL MARKETING L.P.

C/O DELL USA L.P.

P.O. BOX 910916

PASADENA, CA 91110-0916

Contact: Zach Salin

Vendor Phone No: (512) 725-1280

Fax No:

PROMISED DELIVERY DATE		TERMS: NET 30		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		PARTS AND SUPPLIES FOR COMPUTER NETWORK AND ANY OTHER MISCELLANEOUS COMPUTER PARTS AS NEEDED FOR FISCAL YEAR 07/01/19 THROUGH 06/30/20  CUSTOMER #530007684345		NOT TO EXCEED: \$30,000.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority.  <b>PURCHASING AGENT</b>			SUBTOTAL	\$30,000.00
			SHIPPING	
			SALES TAX	
			<b>TOTAL</b>	NTE: \$30,000.00

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Circle Distributing: Vendor - Accounting - Requestor - Purchasing

# EL DORADO COUNTY TRANSIT AUTHORITY

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

REVISED 02/06/20

**PURCHASE ORDER NO. B25213**

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

**DATE: 08/02/19**

ACCOUNT: 9910.29

CLASS: 125

ACCOUNT: VARIOUS

CLASS: VARIOUS

SHIP & INVOICE TO:

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

TO: RTS IT INC  
1037 SUNCAST LANE SUITE 102  
EL DORADO HILLS, CA 95762

Contact: Tony Snider

Vendor Phone No: (530) 676-2020

Fax No:

PROMISED DELIVERY DATE		TERMS: NET 30		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		WORK DONE IN REFERENCE TO PROJECT #19-01 IT UPGRADE AND REPLACEMENT 5 YEAR PLAN FOR FISCAL PERIOD 08/02/19 THROUGH 06/30/20  SEE ATTACHED 5 YEAR PROJECTED IT UPGRADE AND REPLACEMENT PLAN 2018-2022		NOT TO EXCEED: \$30,000.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority.  <b>PURCHASING AGENT</b>			SUBTOTAL	\$30,000.00
			SHIPPING	
			SALES TAX	
			<b>TOTAL</b>	NTE: \$30,000.00

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AGENDA ITEM 2 A  
Action Item

**MEMORANDUM**

**DATE:** February 6, 2020

**TO:** El Dorado County Transit Authority

**FROM:** Maria Harris, Human Resources Manager

**SUBJECT:** Revised Policy on Employment Background Checks

**REQUESTED ACTION:**  
**BY MOTION,**

**Approve Revisions to the El Dorado County Transit Authority  
Employment Background Check Policy**

**BACKGROUND**

El Dorado Transit is committed to providing a safe working environment in addition to safe and reliable service to the public. California law allows employers to conduct criminal background checks on potential employees, as well as current employees who are reclassified, transferred, demoted or promoted into designated job classifications. El Dorado Transit conducts background checks to help determine a candidate's suitability for employment and to manage risk relating to workplace violence and possible negligent hiring.

In September 2006, the El Dorado Transit Board adopted Resolution No. 06-13 approving the access of State and Federal Level Summary of Criminal History Information for Employment Purposes. Subsequent Board actions related to the employment background check policy include the following:

November 1, 2007	El Dorado County Transit Authority (El Dorado Transit) adopted Board Policy E-4 approving Pre-Employment Background Checks
October 9, 2009	El Dorado Transit approved revisions to the El Dorado County Transit Authority Personnel Policies and Procedures, including Article 4, establishing the use of background checks for current employees
July 1, 2014	El Dorado Transit updated its employment application and conditional offer of employment process in accordance with Assembly Bill 218, California Labor Code §432.9 prohibiting an employer from requiring an applicant to disclose information concerning the applicant's criminal conviction history until after a conditional offer of employment is made.

El Dorado Transit staff, with the assistance of Legal Counsel, recently reviewed the current Board Policy E-5 background check policy. The attached policy was updated in accordance with California Government Code §12952 and includes detailed guidelines for related internal procedures.

### **DISCUSSION**

The proposed background check Policy E-5 revisions include strengthened procedures for the disclosure, assessment and considerations of an applicant's criminal and/or credit history relative to the position for which they are being considered. The revised policy establishes clear guidelines for notification to an applicant of a decision to rescind a job offer and procedures to allow the applicant to respond or challenge a final decision. In addition, the revised policy includes the responsibilities of each authorized authority, a listing of job classifications with the corresponding level of background check required, the Post Conditional Offer Criminal History Inquiry form and a Federal Consumer Reporting Act Authorization form.

Staff recommends the adoption of the attached revised Board Policy E-5 governing the legal use of background checks in employment decisions. The draft policy has been reviewed and approved as to form by Legal Counsel.

### **FISCAL IMPACT**

None.

## El Dorado County Transit Authority

Subject	Policy Number	Date Proposed
PERSONNEL	E-5	February 6, 2020

### I. PURPOSE

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

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

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

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

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

### II. Affected Individuals

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

### III. Definitions

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

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

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

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

**“Consumer Credit Report History”:** Any written, oral or other communication of any information by a consumer credit reporting agency bearing on a consumer’s credit worthiness, credit standing, or credit capacity, which is used or is expected to be used, or collected, in whole or in part, for the purpose of serving as a factor in establishing the consumer’s eligibility for employment purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **IV. Criminal History**

### **A. Denial of Employment based on Criminal History**

1. No Applicant (either internal or external) for employment with Transit will be summarily disqualified from employment based solely on criminal conviction. Transit shall consider an Applicant’s prior criminal convictions among multiple factors in making individual hiring decisions. Transit shall evaluate each Applicant on a case-by-case basis to

determine if the particular circumstances of the conviction(s) indicate whether or not the Applicant is suitable for employment.

2. Pending Charge: If a criminal charge is still pending at the time of the review, the Applicant or employee will not move forward in the hiring process until there has been a final disposition from the court and the Applicant or employee has provided adequate documentation to Human Resources, for review.

## B. Criminal Convictions

1. Except as provided below, Transit shall not:
  - a. Include on any application for employment any question that seeks the disclosure of an Applicant's conviction history;
  - b. Inquire into or consider the conviction history of the Applicant until after the employer has made a conditional offer of employment
  - c. Consider, distribute or disseminate information about any of the following while conducting a conviction history background check:
    - i. An arrest not followed by a conviction, except under limited circumstances pursuant to California Labor Code §432.7;
    - ii. Referral or participation in a pretrial diversion program; or
    - iii. Convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation
2. In determining whether an Applicant should be denied employment based solely or in part because of the Applicant's conviction history, Transit shall make an individualized assessment as to whether the Applicant's conviction history has a direct and adverse relationship to the specific duties of the job that justifies denying the Applicant the position. In making such an assessment, Transit shall consider the following:
  - a. The nature and gravity of the offense;
  - b. The time that has passed since the offense or conduct and the completion of the sentence; and
  - c. The nature of the job held or sought.
3. If Transit determines that the Applicant's conviction history has a direct and adverse relationship to the specific duties of the job that justify denying the Applicant the position, Transit may deny employment to the Applicant pursuant to the procedures outlined below.

## C. Procedures

1. Criminal Background Check: A criminal background check will be conducted only after a conditional offer of employment is made. The Applicant must complete the Post Conditional Offer Criminal History Inquiry form at the time they receive their offer letter and pre-employment background packet.
2. When a Background Check Reveals Negative Information: Transit will be notified when an Applicant's or employee's criminal background check lists conviction(s), will review

that information, and then make a preliminary decision regarding whether the Applicant's conviction history disqualifies the Applicant or employee. El Dorado Transit shall notify the Applicant of this preliminary decision in writing. Such notification shall contain the following:

- a. Notice of the disqualifying conviction(s) that is the basis of the preliminary decision to rescind the offer;
  - b. A copy of the conviction history report, if any;
  - c. An explanation of the Applicant's rights to respond to the notice of Transit's preliminary decision before the decision becomes final and the deadline by which to respond. The explanation shall inform the Applicant that the Applicant's response may include submission of evidence challenging the accuracy of the conviction history report and/or evidence of rehabilitation and/or mitigating circumstances.
3. The Applicant shall have five (5) business days to respond to the preliminary decision. The Applicant shall have five (5) additional business days to respond when the Applicant notifies Transit in writing that the Applicant disputes the accuracy of the conviction history report. Transit shall consider this information before making a final decision.
4. Final Decision: In making a final decision, Transit may consider among other relevant factors, the following:
  - a. The nature of the criminal conduct;
  - b. The number of convictions;
  - c. Whether or not the convictions were disclosed;
  - d. The length of time since the criminal conviction in relation to the time of the job application
  - e. The degree of rehabilitation evidenced by the Applicant
  - f. The Applicant's employment history
  - g. The circumstances under which the crime(s) were committed, including any mitigating circumstances; and
  - h. Whether the nature of the conviction(s) in relationship to the particular duties of the job classification create a risk of endangerment to any person and/or property of the public, and/or Transit's employees or assets.
5. If Transit makes a final decision to deny the Applicant based solely or in part on the Applicant's conviction history, Transit shall notify the Applicant in writing of all of the following:
  - a. Transit may, but is not required to, justify its reasoning for making the final disqualification;
  - b. Any existing procedure for challenging the reasoning for making the final decision or reconsiderations and;
  - c. The right to file a complaint with the Department of Fair Employment and Housing.
6. The process to rescind a job offer will be documented in the event the Applicant chooses to dispute the decision. Transit is committed to providing consistency in its hiring practices and the action is in no way discriminatory against those with any criminal history.

## V. Background Check Reports

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

### A. Types of Back Check Investigations

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

### B. Disclosure to the Applicant

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

### C. Pre-Adverse Action (Step 1)

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

their claim, then the Applicant shall have an additional five (5) days to respond to the notice. Transit will consider the information submitted by the Applicant prior to making a final decision.

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

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

**VI. Employer Use of Consumer Credit Reports**

- A. Transit shall not use a consumer credit report for employment purposes unless the position of the person for whom the report is sought is any of the following
  1. A managerial position
  2. That of a sworn peace officer or other law enforcement position;
  3. A position for which the information contained in the report is required by law to be disclosed or obtained;
  4. A position that involved regular access to all of the following types of information of any one person;
    - a. Bank or credit card account information
    - b. Social security number(s)
    - c. Date of birth;
    - d. A position in which the person is, or would be, any of the following
      - i. A named signatory on the bank or credit card account of the employer;
      - ii. Authorized to transfer money on behalf of the employer; and/or
      - iii. Authorized to enter into financial contracts on behalf of the employer
    - e. A position that involves access to confidential or proprietary information, including a formula, pattern, compilation, program, device, method, technique, process or trade

secret that (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons, who may obtain economic value from the disclosure or use of the information, and (ii) is the subject of an effort that is reasonable under the circumstances to maintain secrecy of the information

5. A position that involves a regular access to cash totaling ten thousand dollars (\$10,000) or more of the employer, a customer, or client, during the workday.

## **VII. Failure to Disclose by Prospective Employees**

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

## **VIII. Addition of Job Classifications**

### **Addition of New Job Classifications**

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

## **IX. Responsible Authorities**

### **A. Board of Directors:**

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

### **B. Executive Director:**

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

### **C. Human Resources:**

The Human Resources Department is responsible for:

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

4. Provide written notification to individuals regarding their status in the hiring process.
5. Obtaining and maintaining the budget to support background checks.
6. Determining which job classifications and positions within classifications will be subjected to credit and/or criminal background checks.

## **X. Attachments**

Attachment A- Job Classifications and Level of Background Check Required

Attachment B – Post Conditional Offer Criminal History Inquiry Form

Attachment C – FCRA Authorization to Obtain Consumer Report

(Background or Credit Check)

## Job Classifications and Level of Background Check Required

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

## POST CONDITIONAL OFFER CRIMINAL HISTORY INQUIRY

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

Name \_\_\_\_\_  
 (Print)                                      Last                                      First                                      Middle

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

☐ Yes ☐ No

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Applicant

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

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

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

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

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Applicant

AGENDA ITEM 2 B  
Action Item

**MEMORANDUM**

**DATE:** February 6, 2020

**TO:** El Dorado County Transit Authority

**FROM:** Maria Harris, Human Resources Manager

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

**REQUESTED ACTION:**  
**BY MOTION,**

Adopt Resolution No. 20-03 approving the **El Dorado County Transit Authority Personnel Policies and Procedure Manual** with revisions and additions

**BACKGROUND**

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

**DISCUSSION**

Updates and changes to the **El Dorado County Transit Authority Personnel Policies and Procedures Manual** are presented for consideration.

Revisions are noted in the draft Policy as bold, underline and strikethrough. There is a strikethrough on items to be deleted. The full document is located on our website at <https://eldoradotransit.com/board-meeting/february-6-2020> for reference and is available for review at the El Dorado Transit during normal business hours.

The draft Policy has been reviewed and approved by legal counsel.

**FISCAL IMPACT**

None.

**EL DORADO COUNTY TRANSIT AUTHORITY  
RESOLUTION NO. 20-03**

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

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

**WHEREAS**, the last revision to the Policy was on October 4, 2018; and

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

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

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

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

**PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY** at a regular meeting of the Board held on the 6<sup>th</sup> day of February 2020, by the following vote of the Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
El Dorado Country Transit Authority Chairperson

ATTEST:

\_\_\_\_\_  
Megan Wilcher, Secretary to the Board

AGENDA ITEM 2 C  
Action Item

**MEMORANDUM**

**DATE:** February 6, 2020

**TO:** El Dorado County Transit Authority

**FROM:** Julie Petersen, Finance Manager

**SUBJECT:** Adopt Proposed Fiscal Year 2019/20 Revised Mid-Year Operating Budget

**REQUESTED ACTION:**  
**BY MOTION,**

1. **Adopt Fiscal Year 2019/20 Revised Mid-Year Operating Budget Adjustments**
2. **Approve the use of Contingency funds to offset reduction in revenues**

**BACKGROUND**

The Proposed Fiscal Year (FY) 2019/20 Mid-Year Adjusted Operating Budget is presented to consider the status of the El Dorado County Transit Authority's (El Dorado Transit) budget at the six (6) month closing. Section 8.9 of the Joint Exercise of Powers Agreement of the El Dorado County Transit Authority states that the Executive Director has the power "*to execute transfers within major budget units, as long as the total expenditures of each major budget unit remain unchanged.*"

The Proposed 2019/20 Mid-Year Operating Budget includes a reduction in Revenue, Salary & Benefits and Service & Supply accounts requiring Board approval.

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

**DISCUSSION**

<b>Revenue Accounts</b>	<b>Net change is a decrease of \$1,143,240 in revenue</b>
-------------------------	---

1. Account 4270.00 State Transit Assistance (STA): STA funds may be used for capital projects or for operating revenue, if certain criteria are met. El Dorado Transit does not typically use STA to fund transit operations due to the volatility of the funding stream. STA is impacted by the price and amount of fuel sold and potential legislative action. The El Dorado Transit Board normally approves a transfer of all STA from operating to capital as a component of mid-year budget adjustments however; this year final

adjustments will be made during the Final Amended Budget Process. The decrease of \$799,830 is due to a reduction in overall expenses.

2. Account 4270.00 State Transit Assistance (STA) Deferred: STA funds may be used for operating revenues if certain criteria are met. Deferred STA revenue was initially used to balance the budget. A Mid-Year Contingency fund “drawdown” is requested to allow for the return of deferred funds to the Capital budget.
3. Account 4270.01 State Transit Assistance (STA)/State of Good Repair: The increase of \$5,494 is due to the revised allocation provided by the State Controllers’ Office.
4. Account 4970.00 Interest Income: Interest income has been increased to reflect actual receipts and final projections revised to \$58,000.
5. Account 4300.00 Farebox: Decrease based on first six (6) months actual income; revised to \$175,000. Participation in the Connect Card fare system will continue to have an effect on this account as client purchasing patterns evolve.
6. Account 4310.00 Contract Services: Increase based on first six (6) months actual income; revised to \$435,000. Pass and scrip orders for Alta Regional Center clientele are now processed through Connect Card, only subscription services directly billed.
7. Account 4400.00 Advertising Revenue: zeroed to allocate revenue to Operating Reserves.
8. Account 4990.00 Misc. Revenue: zeroed to allocate revenue to Operating Reserves.

**Salary and Benefits Accounts**

**Net change is a decrease of \$396,483 in expenses**

9. Account 5010.09 Skill and Shift Pay: Increase based on six (6) month actual and final projections. Increase to \$20,000. Pay type renegotiated for Transit Operators.
10. Account 5020.01 Employee Retirement: Decrease of \$55,000 is based on six month actual and final projections with allocated positions unfilled.
11. Account 5020.02 Health Insurance: Decrease of \$354,483 is based on six month actual and final projections with allocated positions unfilled.

**Service and Supply Accounts**

**Net change is a decrease of \$746,757 in expenses**

The adjustments in each line item presented are based on actual costs for the first six (6) months of fiscal year 2019/20 and a projection for the remaining six (6) months.

12. Account 5050.01 Communications – Phone: Decrease of \$10,000 based on first six (6) month actual. Streamlining and audit of accounts determined overcharges in prior period; credit amounts have been issued by carriers.
13. Account 5090.20 Communications – Radio: Decrease budget to zero as all costs associated with the radio service is being captured under Capital Improvement Plan (CIP) project # 18-06 Radio Upgrade.
14. Account 5160.03 Maintenance/Equipment: Decrease of \$3,000 based on first six (6) month actual.
15. Account 5160.05 Maintenance/Grounds: Increase of \$3,000 based on first six (6) month actual. Replacement of landscaping bark and drainage project require increase to budget.

16. Account 5090.05 Safety Equipment/Training: Added at \$7,000, new budget line item for safety equipment and training.
17. Account 6270.00 Contingency: Reduced by \$742,757 to replace the reallocation of deferred STA and other adjustments.

### **FISCAL IMPACT**

The overall outlook of the El Dorado Transit budget is positive. The proposed mid-year budget for fiscal year 2019/20 reflects a \$1,143,240 decrease in revenue and expenses while maintaining the current level of public transportation provided to the residents of the County of El Dorado.

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

EL DORADO COUNTY TRANSIT AUTHORITY  
PROPOSED MID-YEAR OPERATING BUDGET 2019/2020

OPERATING BUDGET		FY 2019/2020	FY 2019/2020	Difference
		Final	Mid-Year	
REVENUE ACCOUNTS		Adopted 06/06/2019	Proposed 02/06/2020	
4000.00	Transportation Development Act (TDA/LTF)	\$5,240,291	\$5,240,291	\$0
4270.00	State Transit Assistance (STA)	\$1,742,830	<b>\$943,000</b>	-\$799,830 <b>1</b>
4270.00	State Transit Assistance (STA) Deferred	\$296,504	<b>\$0</b>	-\$296,504 <b>2</b>
4270.01	State Transit Assistance (STA)/State of Good Repair (SGR)	\$242,799	<b>\$248,293</b>	\$5,494 <b>3</b>
4970.00	Interest Income	\$50,000	<b>\$58,000</b>	\$8,000 <b>4</b>
4100.00	Federal Transit Administration (FTA) Section 5311 Grant	\$509,322	\$509,322	\$0
4300.00	Farebox	\$262,000	<b>\$175,000</b>	-\$87,000 <b>5</b>
4310.00	Contract Services	\$394,000	<b>\$435,000</b>	\$41,000 <b>6</b>
4320.00	Farebox - Charter	\$5,000	\$5,000	\$0
4330.00	Sac Commute Route Passes	\$786,000	\$786,000	\$0
4350.00	Bus Passes	\$76,000	\$76,000	\$0
4360.00	Scrip	\$28,000	\$28,000	\$0
4400.00	Advertising Revenue	\$14,000	<b>\$0</b>	-\$14,000 <b>7</b>
4990.00	Misc. Revenue	\$400	<b>\$0</b>	-\$400 <b>8</b>
4107.03	Fair Shuttle AB2766 Grant	Pending	Pending	\$0
4109.04	Low Carbon Transit Operations Program (LCTOP) Grant CP	\$331,722	\$331,722	\$0
4112.00	FTA Section 5307 Grant Income - Preventative Maintenance (PM)	\$250,000	\$250,000	\$0
5060.00	Offset Reserve Fund - CalTIP (restricted)	\$8,374	\$8,374	\$0
<b>TOTAL REVENUES</b>		<b>\$10,237,242</b>	<b>\$9,094,002</b>	-\$1,143,240
SALARY & BENEFIT ACCOUNTS				
5010.00	Regular Employees	\$3,786,614	\$3,786,614	\$0
5010.02	Temporary Employees	\$100,000	\$100,000	\$0
5010.07	Overtime	\$100,000	\$100,000	\$0
5010.08	On Call Pay	\$7,000	\$7,000	\$0
5010.09	Skill and Shift Pay	\$7,000	<b>\$20,000</b>	\$13,000 <b>9</b>
5020.01	Employee Retirement	\$650,000	<b>\$595,000</b>	-\$55,000 <b>10</b>
5070.01	(OASDI - Payroll Tax) FICA	\$7,000	\$7,000	\$0
5070.02	MEDICARE - Payroll Tax	\$56,000	\$56,000	\$0
5020.02	Health Insurance	\$1,574,483	<b>\$1,220,000</b>	-\$354,483 <b>11</b>
5020.03	Unemployment Insurance	\$10,000	\$10,000	\$0
5020.04	LT Disability/Life Ins	\$39,000	\$39,000	\$0
5020.05	Worker's Comp	\$225,000	\$225,000	\$0
<b>TOTAL SALARY &amp; BENEFITS</b>		<b>\$6,562,097</b>	<b>\$6,165,614</b>	-\$396,483
SERVICE & SUPPLY ACCOUNTS				
5090.02	Clothing & Supplies	\$3,600	\$3,600	\$0
5090.05	Uniforms - Other	\$16,000	\$16,000	\$0
5050.01	Communications - Phone	\$57,000	<b>\$47,000</b>	-\$10,000 <b>12</b>
5090.20	Communications - Radio	\$1,000	<b>\$0</b>	-\$1,000 <b>13</b>
5090.01	Household Expenses	\$15,750	\$15,750	\$0
5060.01	Insurance Premiums/Public Liability	\$575,000	\$575,000	\$0
5060.02	Insurance Premiums/Physical Damage	\$25,000	\$25,000	\$0
5060.03	Insurance Premiums/Commercial	\$14,000	\$14,000	\$0
5060.04	Insurance Premium EPLI Package	\$18,000	\$18,000	\$0
5090.06	Service Contracts/Equipment	\$150,000	\$150,000	\$0
5160.07	Park and Ride Maintenance	\$17,000	\$17,000	\$0
5160.01	Maintenance/Buildings	\$5,500	\$5,500	\$0
5160.03	Maintenance/Equipment	\$6,000	<b>\$3,000</b>	-\$3,000 <b>14</b>
5160.05	Maintenance/Grounds	\$5,500	<b>\$8,500</b>	\$3,000 <b>15</b>
5160.09	Maintenance/Bus Stop	\$3,000	\$3,000	\$0
5160.00	Maintenance/Other	\$2,500	\$2,500	\$0
5040.00	Vehicle Maintenance (In-House)	\$380,000	\$380,000	\$0
5040.02	Vehicle Maintenance/Tires & Tubes	\$85,000	\$85,000	\$0
5040.03	Vehicle Maintenance/Lubricants	\$28,000	\$28,000	\$0
5040.04	Vehicle Maintenance/Small Tools - Shop	\$4,300	\$4,300	\$0
5040.80	Vehicle Maintenance/Sales Tax/ Fuel & Lub.	\$45,000	\$45,000	\$0
5090.50	<b>Safety Equipment/Training</b>	\$0	<b>\$7,000</b>	\$7,000 <b>16</b>
5090.40	Memberships	\$8,400	\$8,400	\$0
5090.70	Office Expense	\$15,000	\$15,000	\$0
5090.80	Postage	\$4,500	\$4,500	\$0
5090.00	Operating Expense - Other	\$1,000	\$1,000	\$0
5030.00	Professional Services	\$170,000	\$170,000	\$0
5030.10	Employee Medical Exams	\$9,000	\$9,000	\$0
5030.30	Background Checks	\$2,000	\$2,000	\$0
5090.08	Pubs/Legal Notices	\$4,000	\$4,000	\$0
5090.75	Printing	\$15,000	\$15,000	\$0
5120.02	Rents/Leases - Equipment	\$21,000	\$21,000	\$0
5120.03	Rents/Leases Park and Rides	\$9,000	\$9,000	\$0
5140.01	Equipment Purchase - Data Processing	\$1,000	\$1,000	\$0
5140.05	Equipment Purchase - Office	\$4,000	\$4,000	\$0
5150.00	Special Department Expense	\$5,000	\$5,000	\$0
5150.01	Marketing	\$15,000	\$15,000	\$0
5090.30	Staff Development/Travel	\$41,000	\$41,000	\$0
5040.01	Fuel Purchase	\$828,000	\$828,000	\$0
5090.72	Bank Charges	\$800	\$800	\$0
5090.73	Credit Card Charge Fees	\$5,000	\$5,000	\$0
5090.74	Connect Card Administration Expenses	\$40,000	\$40,000	\$0
5050.02	Utilities	\$54,000	\$54,000	\$0
5050.03	Utilities/ Park & Rides	\$26,000	\$26,000	\$0
4108.03	Fair Shuttle AB2766 Grant	Pending	Pending	\$0
6270.00	Contingency	\$939,295	<b>\$196,538</b>	-\$742,757 <b>17</b>
<b>TOTAL SERVICES AND SUPPLIES</b>		<b>\$3,675,145</b>	<b>\$2,928,388</b>	-\$746,757
<b>TOTAL OPERATING EXPENSES</b>		<b>\$10,237,242</b>	<b>\$9,094,002</b>	-\$1,143,240



## Newsletter

January – March 2020  
Volume 4 – Number 1

### New Ray Lawyer Drive Park & Ride Now Open

El Dorado Transit began commuter bus service to the new Ray Lawyer Drive Park-and-Ride in Placerville on Monday, November 4, 2019.

The new park-and-ride was built as part of the second phase of the Western Placerville Interchange Project that was managed by the City of Placerville.

The park & ride is located near the new off-ramp at Ray Lawyer Drive and Forni Road giving buses and commuters uncomplicated access from the freeway. This new facility replaces the park & ride at the El Dorado County Fairgrounds. There are approximately 150 parking spaces, giving plenty of space for commuter, carpool, and vanpool parking. In addition, the facility offers parking for those who use the bike trail which is located across the street.

The park & ride offers increased parking, improved lighting and bus shelters. Six commuter buses in the morning and eight commuter buses in the afternoon provide service to the Ray Lawyer Drive Park & Ride.



# Community Events

El Dorado Transit staff had the opportunity to participate in two community events in December.

The first event was the Hangtown Christmas Parade on December 8<sup>th</sup> where staff and family members decorated a bus and handed out free ride vouchers along the parade route.



The second event was with Blue Shield and the El Dorado County Sheriff's Department. Blue Shield staff put together food boxes that we helped deliver to the Sheriff's Department. The Sheriff's then distributed the boxes to families in our community who were in need of help.



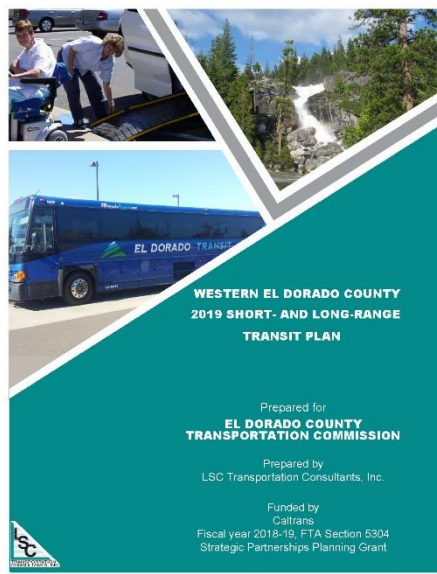
We are glad that we were able to participate in these events and help bring joy to people in our community.

## Holiday Schedule

January – March 2020

El Dorado Transit will be closed and will not operate on the following holidays:

Wednesday, January 1.....New Year's Day  
Monday, January 20.....Martin Luther King Day  
Monday, February 17.....President's Day



## Western El Dorado County 2019 Short- and Long-Range Transit Plan Released

The development of a Short- and Long-Range Transit Plan lays the groundwork necessary to identify and plan for the implementation of service improvements and capital projects.

The final plan was accepted by the El Dorado Transit Board on December 5, 2019. It reflects changes in population demographics, evaluates existing services, reviews and recommends goals and objectives, responds to gaps in the transportation system and proposes cost-effective service revisions. The short range five-year plan covers fiscal years 2019/20 through 2023/24 including year-by-year detailed recommendations for implementation strategies using projected capital and operating funds. The long range plan adheres to the same principles but has a service horizon of 2039 and includes longer term capital projects.

The plan is available at <https://eldorado-transit.com/document-library/>.