



EL DORADO TRANSIT

EL DORADO COUNTY TRANSIT AUTHORITY BOARD OF DIRECTORS MEETING

AGENDA

Thursday, September 5, 2024; 1:00 PM

Regular Meeting

Chairperson: George Turnboo, County of El Dorado Supervisor, District II

Vice Chairperson: David Yarbrough, City of Placerville Councilmember
John Hidahl, County of El Dorado Supervisor, District I
Brooke Laine, County of El Dorado Supervisor, District V
Jackie Neau, City of Placerville Councilmember

- John Clerici, Alternate for City Councilmembers
- Lori Parlin, Alternate for County of El Dorado Supervisor, District IV

Executive Director: Brian James

In-Person

County of El Dorado
Board of Supervisors Meeting Room
330 Fair Lane, Bldg. A
Placerville, CA 95667

Teleconference

South Lake Tahoe Office
3368 Lake Tahoe Blvd #102
South Lake Tahoe, CA 96150

Remotely

By Computer:

<https://edcgov-us.zoom.us/j/86134567267>

By Phone:

669-219-2599

Meeting ID:

861 3456 7267

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

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

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

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF AGENDA AND APPROVAL OF CONSENT CALENDAR

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

OPEN FORUM

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

| 1. | <u>CONSENT CALENDAR</u> | <u>PAGE</u> |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| | A. Approve Conformed Minutes of Regular Meeting August 1, 2024 (<i>Wilcher</i>) | 4 |
| | B. Receive and File July 2024 Check Registers (<i>Petersen</i>) | 8 |
| | C. Receive and File July 2024 Ridership Reports (<i>Bergren</i>) | 13 |
| | D. Adopt Resolution No. 24-21 defining the El Dorado County Transit Authority's health insurance premium contribution rates provided to unrepresented regular and management employees beginning January 1, 2025 (<i>Harris</i>) | 16 |
| | E. Approve Funding of Operating Reserve Fund for Fiscal Year 2023/24 (<i>Petersen</i>) | 21 |
| | F. Authorize the El Dorado County Transit Authority and the Executive Director to execute a subrecipient agreement with the Sacramento Area Council of Governments for the California Integrated Travel Project (<i>James</i>) | 23 |
| 2. | <u>ACTION ITEMS</u> | |
| | A. Receive and File the Final Amended Operating Budget for Fiscal Year 2023/24 as Proposed (<i>Petersen</i>) | 52 |
| | B. Form an Ad Hoc Financial Audit Review Committee and Appoint Chair and Vice-Chair as members (<i>Petersen</i>) | 57 |
| | C. Adopt Capital Improvement Plan Project 25-04 for Placerville Station Improvements (<i>Bergren</i>) | 59 |

- D. Award Contract and Approve Purchase Order No. 30182 to Sub Zero HVAC Services 62
for the performance of Maintenance Facility Swamp Cooler Replacement per RFP
#20-04 (*Bergren*)

EXECUTIVE DIRECTOR REPORT *

BOARD MEMBER COMMENTS *

RECESS TO CLOSED SESSION

Pursuant to Government Code Section 54956.8 – Conference with Real Property

Negotiator

Property: APN 121-300-005, El Dorado Hills, CA

Transit Negotiators: Brian James, Executive Director or designee

Negotiating Parties: Town Center East LP / Town Center Management Group, Inc. or designee

Under Negotiation: Price and terms of payment for sale

RECONVENE TO OPEN SESSION AND CLOSED SESSION REPORTS

ADJOURNMENT

* Verbal Report

NEXT REGULARLY SCHEDULED
EL DORADO COUNTY TRANSIT AUTHORITY BOARD MEETING
Thursday, October 3, 2024 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.

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



EL DORADO COUNTY TRANSIT AUTHORITY BOARD OF DIRECTORS MEETING CONFORMED MINUTES

Thursday, August 1, 2024; 1:00 PM
Regular Meeting

Chairperson: George Turnboo, County of El Dorado Supervisor, District II

Vice Chairperson: David Yarbrough, City of Placerville Councilmember
John Hidahl, County of El Dorado Supervisor, District I
Brooke Laine, County of El Dorado Supervisor, District V
Jackie Neau, City of Placerville Councilmember

- John Clerici, Alternate for City Councilmembers
- Lori Parlin, Alternate for County of El Dorado Supervisor, District IV

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Meeting ID:

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

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CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chair Turnboo called the meeting to order at 1:00 PM and the Pledge of Allegiance was recited.

ROLL CALL

Directors Present: John Hidahl, Brooke Laine, Jackie Neau, George Turnboo, David Yarbrough

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.

Adoption of the Agenda and Approval of Consent Calendar

M/S: Hidahl/Neau

Ayes: Laine, Hidahl, Neau, Turnboo, Yarbrough

OPEN FORUM

None

1. CONSENT CALENDAR

- A. Approve Conformed Minutes of Regular Meeting June 6, 2024 (*Wilcher*)
Approve Conformed Minutes of Special Meeting June 24, 2024
- B. Receive and File May and June 2024 Check Registers (*Petersen*)
- C. Receive and File May and June 2024 Ridership Reports (*Bergren*)
- D. 1. Receive and file Quarterly Investment Report for Quarter Ending 06/30/2024
2. Review Annual Interest Report for all Operating Funds (*Petersen*)
- E. Approve the Electronic Claims Policy as Proposed (*Parker*)
- F. 1. Approve two personnel allocations for the Finance Manager job classification
2. Approve the Job Specifications/Descriptions for two (2) job classifications
3. Adopt Resolution No. 24-19 for Fiscal Year 2024/25 revising the Personnel Allocation Table

4. Approve the Organizational Chart for Fiscal Year 2024/25 (*Harris*)

2. **ACTION ITEMS**

- A. Adopt Resolution No. 24-20 approving a revised Salary Schedule and implementing salary adjustments for Unrepresented and Management Personnel (*Harris*)

Action: Item approved unanimously as requested by staff.

M/S: Neau/Yarbrough

Ayes: Hidahl, Laine, Neau, Turnboo, Yarbrough

3. **INFORMATION ITEMS**

- A. 2024 Fair Shuttle Ridership (*Bergren*)

Information Only. No vote taken.

- B. Quarterly Newsletter (*Bergren*)

Information Only. No vote taken.

EXECUTIVE DIRECTOR REPORT *

BOARD MEMBER COMMENTS *

RECESS TO CLOSED SESSION

Pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator

Property: APN 121-300-005, El Dorado Hills, CA

Transit Negotiators: Brian James, Executive Director or designee

Negotiating Parties: Town Center East LP / Town Center Management Group, Inc. or designee

Under Negotiation: Price and terms of payment for sale

Recessed to Closed Session at 1:18 PM

RECONVENE TO OPEN SESSION AND CLOSED SESSION REPORTS

Reconvene to Open Session at 1:37 PM.

The board gave further direction to Executive Director James regarding the property listed in the agenda.

ADJOURNMENT

Chair Turnboo adjourned the meeting at 1:38 PM. The next regularly scheduled meeting is Thursday, September 5, 2024.

Respectfully Submitted,

Megan Wilcher
Secretary to the Board
* Verbal Report

AGENDA ITEM 1 B
Consent Item

MEMORANDUM

DATE: September 5, 2024
TO: El Dorado County Transit Authority
FROM: Julie Petersen, Finance Manager
SUBJECT: Receive and File July 2024 Check Register

REQUESTED ACTION:

BY MOTION,
Receive and File July 2024 Check Register

BACKGROUND

The following check register includes routine transactions for the month of July 2024. These expenditures fall within budgets adopted by the El Dorado County Transit Authority Board of Directors.

DISCUSSION

Fourteen (14) item merits further detail:

EFT TRANS; 07/03/2024 – Public Employers’ Retirement System.....\$253,555.00

This transfer pays an obligation for the Annual Contribution towards Annual Unfunded Liability for CLASSIC Employees for fiscal year (FY) 2024/25 using Local Transportation Funds (LTF).

EFT TRANS; 07/03/2024 – Public Employers’ Retirement System.....\$10,545.00

This transfer pays an obligation for the Annual Contribution towards Annual Unfunded Liability for PEPRAs Employees for fiscal year (FY) 2024/25 using Local Transportation Funds (LTF).

Check #39628 – El Dorado County Department of Transportation.....\$1.00

This check pays the obligation for the Annual Lease Payment for the Park & Ride lot located on Post Street in El Dorado Hills using Local Transportation Funds (LTF).

Check #39631 – El Dorado Hills Fire Department.....\$340.00

This check pays the obligation for BLHP&R Landscape Plan at the Bass Lake Park & Ride using Local Transportation Funds (LTF); CIP# 22-04.

Check #39633 – Field & Associates.....\$18,615.49

This check pays the obligation for Capital Project Management using Local Transportation Funds (LTF).

Check #39646 – Ralph Anderson & Associates.....\$24,900.00
This check pays the obligation for a Compensation and Benefit Study update using Local Transportation Funds (LTF).

Check #39653 – Special District Risk Management Authority.....\$132,875.25
This check pays the obligation for Fiscal year 2024/25 Workers’ Compensation Annual Premium using Local Transportation Funds (LTF).

Check #39656 – Trapeze Software Group Inc.....\$71,357.50
This check pays the obligation for progress on the Scheduling and Dispatching Software Replacement project using Federal Transit Administration (FTA) Section 5310 and State Transit Assistance (STA) funds; CIP #22-05.

Check #39662 – CalTIP – California Transit Indemnity Pool.....\$457,209.00
This check pays an obligation for the Annual Public Liability, Physical Damage and Employer Practices Liability Insurance (EPLI) coverage for fiscal year (FY) 2024/25 using Local Transportation Funds (LTF).

Check #39716 – Alliant Insurance Services, Inc.....\$2,836.00
This check pays the obligation for Crime Insurance coverage for FY 2024/25 using Local Transportation Funds (LTF).

Check #39719 – Dokken Engineering.....\$13,300.00
This check pays the obligation for the Bus Parking Lot Improvement Project using Local Transportation Funds (LTF); CIP #23-02.

Check #39738 – Spot-On Signs & Graphics.....\$12,967.88
This check pays the obligation for Bus Stop/Shelter Sign Replacement, using Local Transportation Funds (LTF); CIP #25-02

Check #39741 – Trapeze Software Group Inc.....\$31,536.00
This check pays the obligation for Scheduling and Dispatching Software Annual Hosting FY 2024/25 using Local Transportation Funds (LTF)

Check #39749 – Zonar Systems Inc.....\$17,667.72
This check pays the obligation for Vehicle Inspection Software Annual Hosting FY 2024/25 using Local Transportation Funds (LTF)

EL DORADO COUNTY TRANSIT AUTHORITY

Check Register

July 2024

| Date | Num | Name | Memo | Amount |
|------------|-----------|-------------------------------------------|-------------------------------------------------|------------|
| 07/01/2024 | EFT TRANS | CalPERS - HEALTH BENEFIT SERVICE DIVISION | Health Premium - July 2024 | 47,415.62 |
| 07/02/2024 | EFT TRANS | OPERATING ENGINEERS PUBLIC & MISC | July 2024 Medical Premiums | 50,239.00 |
| 07/03/2024 | EFT TRANS | PUBLIC EMPLOYEES RETIREMENT SYSTEM | Unfunded Accrued Liability - Classic Plan | 253,555.00 |
| 07/03/2024 | EFT TRANS | PUBLIC EMPLOYEES RETIREMENT SYSTEM | Unfunded Accrued Liability - PEPRA Plan | 10,545.00 |
| 07/05/2024 | EFT TRANS | PUBLIC EMPLOYEES RETIREMENT SYSTEM | SERVICE PERIOD PR #14 CLASSIC | 7,568.10 |
| 07/05/2024 | EFT TRANS | CalPERS 457 DEFERRED COMPENSATION PROGRAM | PAY DATE JULY 5, 2024 | 3,861.12 |
| 07/05/2024 | EFT TRANS | PUBLIC EMPLOYEES RETIREMENT SYSTEM | SERVICE PERIOD PR #14 PEPRA | 13,853.69 |
| 07/05/2024 | 39619 | ARNOLDS FOR AWARDS INC | July EOM Award Name Engraving | 17.00 |
| 07/05/2024 | 39620 | AT&T | Mpnthly Utilities | 84.25 |
| 07/05/2024 | 39621 | AT&T MOBILITY | Surveillance Cameras at Park & Rides June 2024 | 187.92 |
| 07/05/2024 | 39622 | AUTOZONE INC | Parts and Supplies | 148.04 |
| 07/05/2024 | 39623 | C & H MOTOR PARTS | Parts and Supplies | 482.10 |
| 07/05/2024 | 39624 | CalTIP - CAL TRANSIT INDEMNITY POOL | VOID: | 0.00 |
| 07/05/2024 | 39625 | CAPITOL CLUTCH & BRAKE INC | Parts and Supplies | 1,446.88 |
| 07/05/2024 | 39626 | D&K AUTO GLASS | Fleet Vehicle Auto Glass | 360.00 |
| 07/05/2024 | 39627 | DAWSON OIL | Fuel Purchases -June 2024 | 47,184.80 |
| 07/05/2024 | 39628 | EDC DEPARTMENT OF TRANSPORTATION | ANNUAL LEASE - El Dorado County | 1.00 |
| 07/05/2024 | 39629 | EL DOB ENTERPRISES LLC | Parts and Supplies | 3,027.02 |
| 07/05/2024 | 39630 | EL DORADO DISPOSAL SERVICE | Disposal Service 06/24 | 418.27 |
| 07/05/2024 | 39631 | EL DORADO HILL FIRE DEPARTMENT | BLHP&R LANDSCAPE PLAN | 340.00 |
| 07/05/2024 | 39632 | EMP. MISC. REIMBURSEMENT | Razor Back Steel Tamper -Fill Potholes at P&R | 59.52 |
| 07/05/2024 | 39633 | FEILD AND ASSOCIATES | Contruction Management Consultations | 18,615.49 |
| 07/05/2024 | 39634 | FLEMING DISTRIBUTING CO. | MOA, 24K Additives | 183.72 |
| 07/05/2024 | 39635 | GILLIG LLC | Parts and Supplies | 1,109.80 |
| 07/05/2024 | 39636 | GLOBAL DATA VAULT LLC | Monthly Recovery Back Up Service June 2024 | 330.00 |
| 07/05/2024 | 39637 | GRAINGER | Speed Gun | 232.59 |
| 07/05/2024 | 39638 | GWP HOLDINGS LLC | Parts and Supplies | 1,429.49 |
| 07/05/2024 | 39639 | KIMBALL MIDWEST | Parts and Supplies | 613.00 |
| 07/05/2024 | 39640 | MAG LANDSCAPING INC | Landscaping Maintenance - June 2024 | 2,090.00 |
| 07/05/2024 | 39641 | MISSION UNIFORM SERVICE | Uniforms, Towels and Mats Service | 793.96 |
| 07/05/2024 | 39642 | MOTIVE ENERGY LLC | 1300 CCA 300 RC Batteries (3) | 638.43 |
| 07/05/2024 | 39643 | O'REILLY AUTO PARTS | Parts and Supplies | 508.37 |
| 07/05/2024 | 39644 | PACIFIC GAS & ELECTRIC | Electric Service 06/24 | 891.77 |
| 07/05/2024 | 39645 | QUILL LLC | Misc. Office Supplies | 251.05 |
| 07/05/2024 | 39646 | RALPH ANDERSEN & ASSOCIATES | Compensation and Benefit Study | 24,900.00 |
| 07/05/2024 | 39647 | RESCO PRINTING | Day Passes QTY 100 | 546.97 |
| 07/05/2024 | 39648 | ROBERTS & COMPANY INC | CPA Services -June 2024 | 1,365.00 |
| 07/05/2024 | 39649 | RON DUPRATT FORD | Wheel ASY -Stock | 1,247.45 |
| 07/05/2024 | 39650 | RTS IT INC | ITCare Gold Service Plan July 2024 | 7,600.02 |
| 07/05/2024 | 39651 | SAFETY-KLEEN SYSTEMS INC | Used Oil Recycling | 1,093.93 |
| 07/05/2024 | 39652 | SOUTHERN TIRE MART LLC | 12R22.5/16 Firestone #1706 | 4,476.53 |
| 07/05/2024 | 39653 | SPECIAL DISTRICT RISK MANAGEMENT AUTH | Workers' Compensation Premium for FY 24/25 | 132,875.25 |
| 07/05/2024 | 39654 | STRATUS BUILDING SOLUTIONS | Janitorial Services July 2024 | 795.00 |
| 07/05/2024 | 39655 | THE AFTERMARKET PARTS CO LLC | Parts and Supplies | 2,820.24 |
| 07/05/2024 | 39656 | TRAPEZE SOFTWARE GROUP INC | Drivermate Novas Milestones | 71,357.50 |
| 07/05/2024 | 39657 | TRUE VALUE HARDWARE | Parts and Supplies | 227.06 |
| 07/05/2024 | 39658 | UNIVERSAL SECURITY & FIRE INC | Burglar Alarm Monitoring 07/01/24 - 09/30/24 | 135.00 |
| 07/05/2024 | 39659 | VALLEY POWER SYSTEMS INC | Transmission #2002 | 13,192.72 |
| 07/05/2024 | 39660 | WESTERN SUPPLY INC | Parts and Supplies | 151.88 |
| 07/05/2024 | 39661 | CalTIP - CAL TRANSIT INDEMNITY POOL | VOID: | 0.00 |
| 07/05/2024 | 39662 | CalTIP - CAL TRANSIT INDEMNITY POOL | Liability, Physical Damage, ELPI Programs 24/25 | 457,209.00 |
| 07/19/2024 | EFT TRANS | CalPERS 457 DEFERRED COMPENSATION PROGRAM | PAY DATE JULY 19, 2024 | 3,959.59 |
| 07/19/2024 | EFT TRANS | PUBLIC EMPLOYEES RETIREMENT SYSTEM | SERVICE PERIOD PR #15 CLASSIC | 7,916.26 |
| 07/19/2024 | EFT TRANS | PUBLIC EMPLOYEES RETIREMENT SYSTEM | SERVICE PERIOD PR #15 PEPRA | 14,693.60 |
| 07/19/2024 | 39663 | ALLEN, CYNTHIA | MY RIDE - JUNE 2024 | 22.65 |
| 07/19/2024 | 39664 | BRACKETT, MICHELLE | MY RIDE - JUNE 2024 | 234.50 |
| 07/19/2024 | 39665 | BURNS, ROBERTA | MY RIDE - JUNE 2024 | 234.50 |
| 07/19/2024 | 39666 | CALDWELL, TISA | MY RIDE - JUNE 2024 | 234.50 |
| 07/19/2024 | 39667 | CAMP, BETTY J | MY RIDE - JUNE 2024 | 234.50 |
| 07/19/2024 | 39668 | CHRONISTER, RODNEY E | MY RIDE - JUNE 2024 | 234.50 |
| 07/19/2024 | 39669 | COOK, VAUGHAN | MY RIDE - MAY 2024 | 234.50 |
| 07/19/2024 | 39670 | COOK, VERONICA | MY RIDE - MAY & JUNE 2024 | 469.00 |

EL DORADO COUNTY TRANSIT AUTHORITY
Check Register
July 2024

| Date | Num | Name | Memo | Amount |
|------------|-------|-------------------------------------|-----------------------------------------------------------|-----------|
| 07/19/2024 | 39671 | COOK, VICKI | MY RIDE - JUNE 2024 | 4.56 |
| 07/19/2024 | 39672 | COOPER, DEBBIE | MY RIDE - JUNE 2024 | 36.22 |
| 07/19/2024 | 39673 | CROZIER, EILEEN JEAN | MY RIDE - JUNE 2024 | 234.50 |
| 07/19/2024 | 39674 | DA COSTA, MONICA | MY RIDE - JUNE 2024 | 203.68 |
| 07/19/2024 | 39675 | DAVIS, JANET | MY RIDE - JUNE 2024 | 234.50 |
| 07/19/2024 | 39676 | DUPONT, MARTHA | MY RIDE - MAY 2024 | 18.09 |
| 07/19/2024 | 39677 | FICKLIN, LINDA | MY RIDE - JUNE 2024 | 138.09 |
| 07/19/2024 | 39678 | GALVAN, ELAINE M | MY RIDE - JUNE 2024 | 234.50 |
| 07/19/2024 | 39679 | GOODRICH, ROBERT | MY RIDE - JUNE 2024 | 234.50 |
| 07/19/2024 | 39680 | GROY, DAVID | MY RIDE - JUNE 2024 | 131.05 |
| 07/19/2024 | 39681 | GULARTE, LARA L | MY RIDE - JUNE 2024 | 234.50 |
| 07/19/2024 | 39682 | HAYNIE, DIANA | MY RIDE - JUNE 2024 | 60.30 |
| 07/19/2024 | 39683 | HEDGE, SAMANTHA | MY RIDE - JUNE 2024 | 234.50 |
| 07/19/2024 | 39684 | HENDRIX, SUSAN L | MY RIDE - JUNE 2024 | 234.50 |
| 07/19/2024 | 39685 | KAMENA, DAWN | MY RIDE - JUNE 2024 | 30.02 |
| 07/19/2024 | 39686 | KAMENA, DENISE | MY RIDE - MAY & JUNE 2024 | 281.60 |
| 07/19/2024 | 39687 | KURTZ, STORM | MY RIDE - JUNE 2024 | 234.50 |
| 07/19/2024 | 39688 | LAWSON, CATHERINE | MY RIDE - MAY & JUNE 2024 | 330.98 |
| 07/19/2024 | 39689 | LAWSON, GLENN | MY RIDE - MAY & JUNE 2024 | 138.02 |
| 07/19/2024 | 39690 | LEONARD, DONALD CHRISTOPHER | MY RIDE - JUNE 2024 | 211.65 |
| 07/19/2024 | 39691 | LUO, LONGBAO | MY RIDE - JUNE 2024 | 32.96 |
| 07/19/2024 | 39692 | LUSK, DEBRA SUE | MY RIDE - JUNE 2024 | 61.64 |
| 07/19/2024 | 39693 | MATZINGER, LINDA IOLEEN | MY RIDE - JUNE 2024 | 175.21 |
| 07/19/2024 | 39694 | MILLER, DOREENE ELIZABETH | MY RIDE - JUNE 2024 | 234.50 |
| 07/19/2024 | 39695 | MURRY, ALISHA | MY RIDE - JUNE 2024 | 20.10 |
| 07/19/2024 | 39696 | NUNEZ, FERNANDO | MY RIDE - JUNE 2024 | 234.50 |
| 07/19/2024 | 39697 | ROGERS, TIMOTHY ALTON | MY RIDE - JUNE 2024 | 53.20 |
| 07/19/2024 | 39698 | SHAWHAN, CHARLES | MY RIDE - JUNE 2024 | 107.20 |
| 07/19/2024 | 39699 | SMITH, WENDELL | MY RIDE - JUNE 2024 | 340.36 |
| 07/19/2024 | 39700 | SORACCO, MEGAN | MY RIDE - JUNE 2024 | 120.60 |
| 07/19/2024 | 39701 | STOCKEL, ROBERT | MY RIDE - JUNE 2024 | 144.65 |
| 07/19/2024 | 39702 | TODD, JANET C | MY RIDE - JUNE 2024 | 501.23 |
| 07/19/2024 | 39703 | TVERETINOV, ARKADY | MY RIDE - JUNE 2024 | 234.50 |
| 07/19/2024 | 39704 | VALENCIA, ROCHELLE | MY RIDE - JUNE 2024 | 76.92 |
| 07/19/2024 | 39705 | VAN CLEAVE, MICHA | MY RIDE - JUNE 2024 | 302.44 |
| 07/19/2024 | 39706 | WAHLGREN, ANNETTE | MY RIDE - JUNE 2024 | 71.69 |
| 07/19/2024 | 39707 | WANG, YING | MY RIDE - JUNE 2024 | 47.91 |
| 07/19/2024 | 39708 | WOJAN, CYNTHIA | MY RIDE - JUNE 2024 | 205.36 |
| 07/19/2024 | 39709 | WOJAN, RONALD | MY RIDE - JUNE 2024 | 7.44 |
| 07/19/2024 | 39710 | WOODS, ELIZABETH | MY RIDE - JUNE 2024 | 234.50 |
| 07/19/2024 | 39711 | WORTHEN, DALE | MY RIDE - JUNE 2024 | 234.50 |
| 07/19/2024 | 39712 | 3D DATACOM | ExacqVision Software 1 Year Renewal | 1,571.67 |
| 07/19/2024 | 39713 | ACC BUSINESS | Fiber Internet -July 2024 | 85.87 |
| 07/19/2024 | 39714 | ADM SCREENING | Random Drug Screen | 850.00 |
| 07/19/2024 | 39715 | AFLAC | Employee Paid Premiums - July 2024 | 643.76 |
| 07/19/2024 | 39716 | ALLIANT INSURANCE SERVICES, INC | Crime Insurance Plan Renewal | 2,836.00 |
| 07/19/2024 | 39717 | AMERICAN HERITAGE LIFE INSURANCE CO | Insurance Premiums - July 2024 | 29.10 |
| 07/19/2024 | 39718 | CALIFORNIA STEAM INC | Chlorine For Watermaze | 627.41 |
| 07/19/2024 | 39719 | DOKKEN ENGINEERING | Bus Parking Lot Improvement Project | 13,300.00 |
| 07/19/2024 | 39720 | EDC RISK MANAGEMENT | Health Insurance July 2024 | 8,086.06 |
| 07/19/2024 | 39721 | EDWARDS, STEVENS & TUCKER LLP | General Legal Services | 6,983.00 |
| 07/19/2024 | 39722 | EL DORADO HILLS CHAMBER OF COMMERCE | Annual Membership | 225.00 |
| 07/19/2024 | 39723 | EL DORADO IRRIGATION DISTRICT | Water Service 06/24 | 103.71 |
| 07/19/2024 | 39724 | EMP. MISC. REIMBURSEMENT | Drivers License Renewal | 58.00 |
| 07/19/2024 | 39725 | EMP. MISC. REIMBURSEMENT | Work Pants Reimbursement | 42.85 |
| 07/19/2024 | 39726 | EMP. MISC. REIMBURSEMENT | Pant Reimbursement | 42.90 |
| 07/19/2024 | 39727 | FEDEX | Fed Ex Priority Overnight | 42.19 |
| 07/19/2024 | 39728 | GRAINGER | Seat Covers Roll of 250 | 103.39 |
| 07/19/2024 | 39729 | KINETICO WATER OF PLACERVILLE | Drinking Water Service July 2024 | 42.90 |
| 07/19/2024 | 39730 | OPERATING ENGINEERS LOCAL UNION #3 | Union Dues July 2024 | 1,160.00 |
| 07/19/2024 | 39731 | PACIFIC GAS & ELECTRIC | Electric Service 06/24 | 3,753.88 |
| 07/19/2024 | 39732 | PACIFIC MATERIAL HANDLING SOLUTIONS | Fork Lift, Scissor Lift, Floor Scrubber Inspection/Repair | 1,577.83 |

EL DORADO COUNTY TRANSIT AUTHORITY
Check Register
July 2024

| Date | Num | Name | Memo | Amount |
|--------------|-------|---------------------------------------|--------------------------------------------------------|----------------------------|
| 07/19/2024 | 39733 | PROTELESIS | Phone System Elevate Subscription June 2024 | 680.00 |
| 07/19/2024 | 39734 | QUILL LLC | Misc. Office Supplies | 953.17 |
| 07/19/2024 | 39735 | RESCO PRINTING | QTY. 3000 Local Service Guide Maps (Brochures) | 2,949.37 |
| 07/19/2024 | 39736 | SMALL BUSINESS BENEFIT PLAN TRUST | Dental & Vision Premiums August 2024 | 4,188.40 |
| 07/19/2024 | 39737 | SPECIAL DISTRICT RISK MANAGEMENT AUTH | Employee Assistance Program Benefits August 2024 | 192.56 |
| 07/19/2024 | 39738 | SPOT-ON SIGNS & GRAPHICS | Bus Stop Shelter Signs | 12,967.88 |
| 07/19/2024 | 39739 | STATE OF CA - DEPT OF JUSTICE | Sate and FBI Criminal Background Check | 49.00 |
| 07/19/2024 | 39740 | SUN LIFE FINANCIAL | July 2024 Group Life & LTD Benefits | 2,405.96 |
| 07/19/2024 | 39741 | TRAPEZE SOFTWARE GROUP INC | Hosting Novus DR/Drivermate 7/1/2024 - 6/30/2025 | 31,536.00 |
| 07/19/2024 | 39742 | TURBO IMAGES INC | Production And Installation of Bus Graphics #1705 | 1,137.98 |
| 07/19/2024 | 39743 | UMPQUA BANK COMMERCIAL CARD OPS | Reconciled Visa Charges | 6,734.37 |
| 07/19/2024 | 39744 | VERIZON WIRELESS | Cellular Service -June 2024 | 2,141.32 |
| 07/19/2024 | 39745 | VISUAL EDGE IT, INC. | Contract Base Rate: 06/22/24-08/21/24 | 951.10 |
| 07/19/2024 | 39746 | WILKINSON PORTABLES INC | Portable Toilet Cambridge P&R July 2024 | 170.00 |
| 07/19/2024 | 39747 | XEROX FINANCIAL SERVICES | Copier Lease Payment and Property Tax May/June 2024 | 1,018.88 |
| 07/19/2024 | 39748 | ZEP MANUFACTURING CO. | Truck and Trailer Wash and Shell Shock -Shop | 426.13 |
| 07/19/2024 | 39749 | ZONAR SYSTEMS INC | Annual Service: Zonar Essentials & EVIR CSA Inspection | 17,667.72 |
| | | | | <u>1,352,180.68</u> |
| Total | | | | <u>1,352,180.68</u> |

AGENDA ITEM 1 C
Consent Item

MEMORANDUM

DATE: September 5, 2024
TO: El Dorado County Transit Authority
FROM: Erik Bergren, Planning and Marketing Manager
SUBJECT: July 2024 Ridership Report

REQUESTED ACTION:

BY MOTION,

Receive and file the July 2024 Ridership Report

BACKGROUND

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

DISCUSSION

For the month of July 2024, ridership across all three (3) modes of service continued to trend up. The Fiscal Year-to-date ridership only takes July into account as it is the first month of the new fiscal year.

Systemwide monthly passenger trips increased by 38.0% compared to the previous year. Demand Response ridership increased by 31.5%, Local Fixed Route ridership increased by 27.5%, and Commuter ridership increased 74.3%. Commuter ridership continues to trend up due to requirements that State of California employees report to their offices more often. Staff anticipates a steady increase in commuter ridership in the coming months and will continue to closely monitor trends.

The attached Fiscal Year-to-Date Ridership Report compares the current fiscal year to the same period in the previous five (5) fiscal years to analyze pre-Covid and current ridership trends.

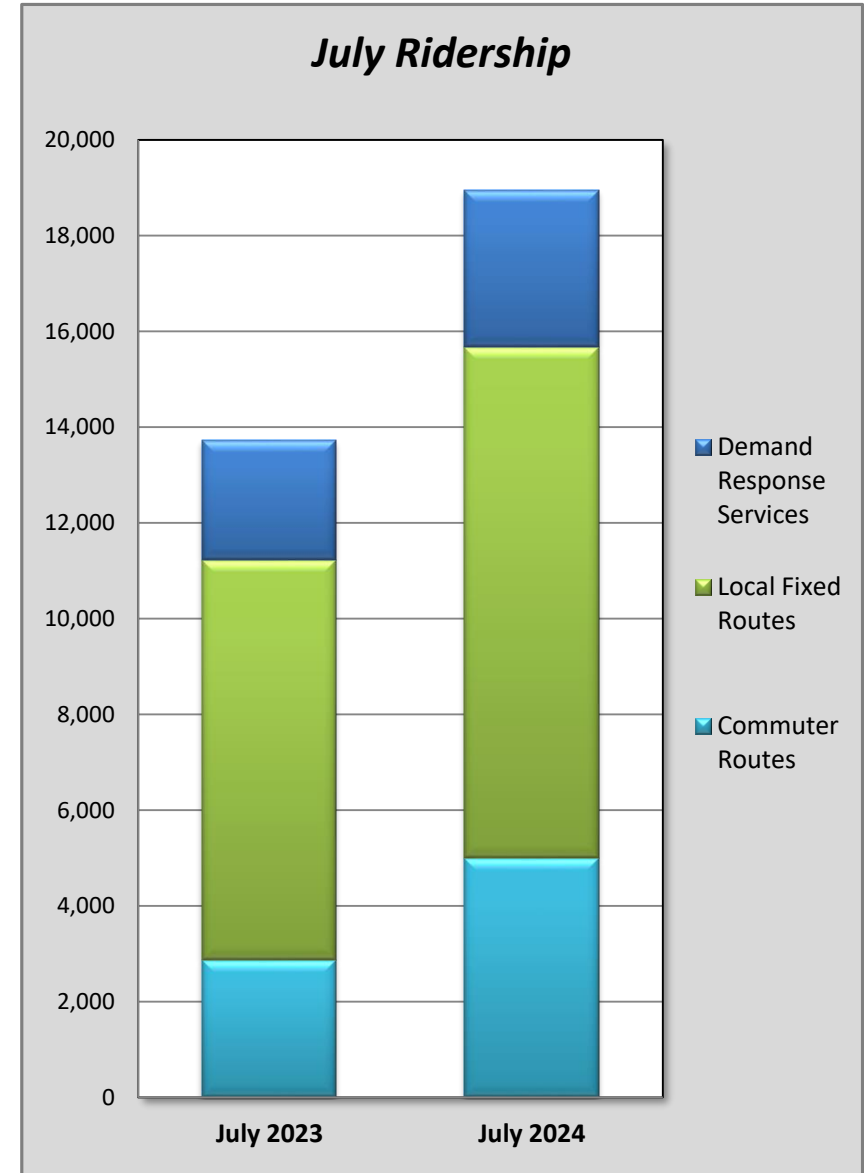
July 2024 Ridership Report

| Demand Response Services | July 2023 | July 2024 | % Change |
|------------------------------|--------------|--------------|--------------|
| Dial-a-Ride | 985 | 979 | -0.6% |
| Sac-Med | 29 | 49 | 69.0% |
| ADA Paratransit | 188 | 272 | 44.7% |
| M.O.R.E.* | 560 | 744 | 32.9% |
| Senior Day Care* | 0 | 0 | 0.0% |
| My Ride | 732 | 1,236 | 68.9% |
| Total Demand Response | 2,494 | 3,280 | 31.5% |

| Local Fixed Routes | July 2023 | July 2024 | % Change |
|---------------------------------|--------------|---------------|--------------|
| 20 - Placerville | 1,223 | 1,564 | 27.9% |
| 25 - Saturday Express | 0 | 289 | 100.0% |
| 30 - Diamond Springs | 919 | 1,187 | 29.2% |
| 35 - Diamond Springs Saturday | 0 | 94 | 100.0% |
| 40 - Cameron Park | 933 | 1,192 | 27.8% |
| 50x - 50 Express | 3,781 | 4,851 | 28.3% |
| 60 - Pollock Pines | 1,508 | 1,489 | -1.3% |
| Total Local Fixed Routes | 8,364 | 10,666 | 27.5% |

| Commuter Routes | July 2023 | July 2024 | % Change |
|------------------------------|--------------|--------------|--------------|
| Sacramento Commuter | 1,948 | 3,984 | 104.5% |
| Reverse Commuter | 17 | 26 | 52.9% |
| Sacramento/Tahoe Connector | 903 | 989 | 9.5% |
| Total Commuter Routes | 2,868 | 4,999 | 74.3% |

| | July 2023 | July 2024 | % Change |
|-----------------------------|---------------|---------------|--------------|
| Systemwide | 13,726 | 18,945 | 38.0% |
| Passengers per Revenue Hour | 4.0 | 4.3 | 7.5% |



*Contracted Services - Ridership Determined by Client Enrollment

Fiscal Year-to-Date Ridership Report

July

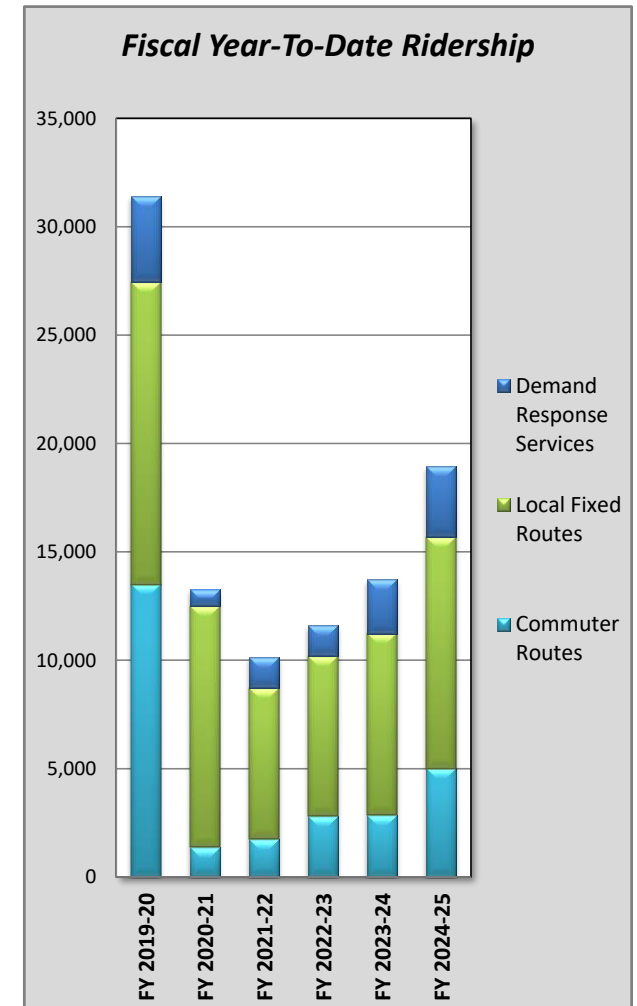


| Demand Response Services | FY 2019-20 | FY 2020-21 | FY 2021-22 | FY 2022-23 | FY 2023-24 | FY 2024-25 | % Year Change |
|------------------------------|--------------|------------|--------------|--------------|--------------|--------------|---------------|
| Dial-a-Ride | 1,372 | 556 | 561 | 652 | 985 | 979 | -0.6% |
| Sac-Med | 28 | 18 | 26 | 18 | 29 | 49 | 69.0% |
| ADA Paratransit | 74 | 105 | 241 | 225 | 188 | 272 | 44.7% |
| M.O.R.E.* | 1,996 | 102 | 602 | 526 | 560 | 744 | 32.9% |
| Senior Day Care* | 485 | 0 | 0 | 0 | 0 | 0 | 0.0% |
| My Ride | 0 | 0 | 0 | 0 | 732 | 1,236 | 68.9% |
| Total Demand Response | 3,955 | 781 | 1,430 | 1,421 | 2,494 | 3,280 | 31.5% |

| Local Fixed Routes | FY 2019-20 | FY 2020-21 | FY 2021-22 | FY 2022-23 | FY 2023-24 | FY 2024-25 | % Year Change |
|---------------------------------|---------------|---------------|--------------|--------------|--------------|---------------|---------------|
| 20 - Placerville | 3,725 | 2,160 | 1,003 | 1,137 | 1,223 | 1,564 | 27.9% |
| 25 - Saturday Express | 429 | 277 | 335 | 0 | 0 | 289 | 100.0% |
| 30 - Diamond Springs | 1,932 | 1,105 | 618 | 800 | 919 | 1,187 | 29.2% |
| 35 - Diamond Springs Saturday | 119 | 47 | 84 | 0 | 0 | 94 | 100.0% |
| 40 - Cameron Park | 1,302 | 1,237 | 765 | 913 | 933 | 1,192 | 27.8% |
| 50x - 50 Express | 3,104 | 3,797 | 2,830 | 3,121 | 3,781 | 4,851 | 28.3% |
| 60 - Pollock Pines | 3,341 | 2,496 | 1,327 | 1,393 | 1,508 | 1,489 | -1.3% |
| Total Local Fixed Routes | 13,952 | 11,119 | 6,962 | 7,364 | 8,364 | 10,666 | 27.5% |

| Commuter Routes | FY 2019-20 | FY 2020-21 | FY 2021-22 | FY 2022-23 | FY 2023-24 | FY 2024-25 | % Year Change |
|------------------------------|---------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Sacramento Commuter | 13,377 | 1,352 | 1,192 | 1,678 | 1,948 | 3,984 | 104.5% |
| Reverse Commuter | 119 | 11 | 5 | 24 | 17 | 26 | 52.9% |
| Sacramento/Tahoe Connector | 0 | 0 | 544 | 1,113 | 903 | 989 | 9.5% |
| Total Commuter Routes | 13,496 | 1,363 | 1,741 | 2,815 | 2,868 | 4,999 | 74.3% |

| | FY 2019-20 | FY 2020-21 | FY 2021-22 | FY 2022-23 | FY 2023-24 | FY 2024-25 | % Year Change |
|-----------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Systemwide | 31,403 | 13,263 | 10,133 | 11,600 | 13,726 | 18,945 | 38.0% |
| Passengers per Revenue Hour | 7.1 | 4.4 | 3.3 | 4.4 | 4.0 | 4.3 | 7.5% |



*Contracted Services - Ridership Determined by Client Enrollment

AGENDA ITEM 1 D
Consent Item

MEMORANDUM

DATE: September 5, 2024

TO: El Dorado County Transit Authority

FROM: Maria Harris, Human Resources Manager

SUBJECT: Health Plan Year 2025 Agency Contributions for Health Premiums for Unrepresented Regular and Management Employees

REQUESTED ACTION:
BY MOTION,

Adopt Resolution No. 24-21 defining the El Dorado County Transit Authority's health insurance premium contribution rates provided to unrepresented regular and management employees beginning January 1, 2025

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) agency's portion of health care insurance premium contributions is established annually by resolution. El Dorado Transit contracts with the California Public Employees' Retirement System (CalPERS) to provide health care benefits for unrepresented regular and management employees.

DISCUSSION

Resolution No. 24-21 defines agency contributions towards health premium benefits for unrepresented regular and management employees beginning January 1, 2025.

Rates reflect medical, dental and vision coverages. Dental and vision rates will not increase for the 2025 plan year. CalPERS health rates increased 8.72% overall average across the Basic Health Maintenance Organization (HMO) plans and rates for the Basic Preferred Provider Organization (PPO) plans will see an overall average increase of 9.82 %.

CalPERS attributes the primary factors behind premium increases to the rising costs of providing services and the growing use of high-cost specialty and brand-name medications. Additionally, this year's rate adjustment is influenced by CalPERS' completion of its transition to a single risk pool for its Basic PPO plans, aimed at enhancing stability. This shift is intended to balance enrollment across HMOs and PPOs by pricing plans based on the value of their benefits and network, rather than the health status of their members.

There are no changes to the plans offered within the El Dorado County region. Open enrollment period begins September 16, 2024, and ends on October 11, 2024. Changes made during the 2024 open enrollment will take effect January 1, 2025.

FISCAL IMPACT

The adopted budget for Fiscal Year 2024/25 line item - Health Insurance is \$1,585,000 for unrepresented and represented employees. The budgeted amount for unrepresented health insurance is \$913,119 of that amount.

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 24-21**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
EL DORADO COUNTY TRANSIT AUTHORITY DEFINING AGENCY
CONTRIBUTIONS FOR THE 2025 CALENDAR YEAR
HEALTH PREMIUM BENEFITS
FOR UNREPRESENTED REGULAR AND MANAGEMENT EMPLOYEES**

WHEREAS, the El Dorado County Transit Authority (El Dorado Transit) has unrepresented regular employees and management employees; and

WHEREAS, the El Dorado County Transit Authority Personnel Policies and Procedures Manual Article 6.2 – Health Benefits/Eligibility allows El Dorado Transit to adjust contributions based upon budgetary constraints and fluctuating health care costs; and

WHEREAS, El Dorado Transit contracts with the California Public Employees' Retirement system (CalPERS) to provide health care benefits for its employees; and

WHEREAS, El Dorado Transit currently has twenty-three (23) eligible allocated full – time positions, one (1) eligible allocated part-time position and six (6) eligible retirees enrolled in the health plan; and

WHEREAS, El Dorado Transit provides dental and vision insurance through separate carriers; and

NOW, THEREFORE BE IT RESOLVED, that El Dorado Transit shall provide the following contribution levels over twenty-six (26) pay periods toward health plan premiums of unrepresented regular and management employees, provided sufficient funds are available effective January 1, 2025:

| <u>Full-Time Employees:</u> | | <u>Part-Time Employees:</u> | |
|-----------------------------|------------|-----------------------------|------------|
| Employee Only | \$618.18 | Employee Only | \$463.63 |
| Employee + One | \$1,247.02 | Employee + One | \$935.26 |
| Employee + Two or More | \$1,639.81 | Employee + Two or More | \$1,229.86 |

BE IT FURTHER RESOLVED, that El Dorado Transit shall provide current contribution and 80% of any adjustment of the 2025 calendar year premium for health care benefits benchmarked at the 2025 PERS Premium Plan (or equivalent) for the unrepresented regular and management employees.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board held on the 5th day of September 2024 by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

George Turnboo, Chairperson

ATTEST:

Megan Wilcher, Secretary to the Board

EDCTA SPONSORED PLAN UNREPRESENTED EMPLOYEES

RATES EFFECTIVE 01/01/2025

UPDATED 08/14/2024

| | | EDCTA MONTHLY * CONTRIBUTION | EMPLOYEE MONTHLY CONTRIBUTION | TOTAL MONTHLY PREMIUM | EMPLOYEE DEDUCTION PER PAY PERIOD |
|------------------------------------------|---------|---------------------------------|----------------------------------|--------------------------|--------------------------------------|
| Anthem Blue Cross Traditional HMO | | | | | |
| FULL-TIME EMPLOYEES | | | | | |
| | Single | \$1,339.38 | \$247.22 | \$1,586.60 | \$114.10 |
| | 2-Party | \$2,701.88 | \$460.82 | \$3,162.70 | \$212.69 |
| | Family | \$3,552.93 | \$595.61 | \$4,148.54 | \$274.90 |
| PART-TIME EMPLOYEES | | | | | |
| | Single | \$1,004.54 | \$582.07 | \$1,586.60 | \$268.65 |
| | 2-Party | \$2,026.41 | \$1,136.29 | \$3,162.70 | \$524.44 |
| | Family | \$2,664.70 | \$1,483.84 | \$4,148.54 | \$684.85 |
| Anthem Blue Cross Select HMO | | | | | |
| FULL-TIME EMPLOYEES | | | | | |
| | Single | \$1,339.38 | \$3.47 | \$1,342.85 | \$1.60 |
| | 2-Party | \$2,701.88 | \$0.00 | \$2,675.20 | \$0.00 |
| | Family | \$3,552.93 | \$0.00 | \$3,514.79 | \$0.00 |
| PART-TIME EMPLOYEES | | | | | |
| | Single | \$1,004.54 | \$338.32 | \$1,342.85 | \$156.15 |
| | 2-Party | \$2,026.41 | \$648.79 | \$2,675.20 | \$299.44 |
| | Family | \$2,664.70 | \$850.09 | \$3,514.79 | \$392.35 |
| Kaiser Permanente | | | | | |
| FULL-TIME EMPLOYEES | | | | | |
| | Single | \$1,339.38 | \$0.00 | \$1,199.10 | \$0.00 |
| | 2-Party | \$2,701.88 | \$0.00 | \$2,387.70 | \$0.00 |
| | Family | \$3,552.93 | \$0.00 | \$3,141.04 | \$0.00 |
| PART-TIME EMPLOYEES | | | | | |
| | Single | \$1,004.54 | \$194.57 | \$1,199.10 | \$89.80 |
| | 2-Party | \$2,026.41 | \$361.29 | \$2,387.70 | \$166.75 |
| | Family | \$2,664.70 | \$476.34 | \$3,141.04 | \$219.85 |
| PERS Platinum | | | | | |
| FULL-TIME EMPLOYEES | | | | | |
| | Single | \$1,339.38 | \$222.92 | \$1,562.30 | \$102.89 |
| | 2-Party | \$2,701.88 | \$412.22 | \$3,114.10 | \$190.26 |
| | Family | \$3,552.93 | \$532.43 | \$4,085.36 | \$245.74 |
| PART-TIME EMPLOYEES | | | | | |
| | Single | \$1,004.54 | \$557.77 | \$1,562.30 | \$257.43 |
| | 2-Party | \$2,026.41 | \$1,087.69 | \$3,114.10 | \$502.01 |
| | Family | \$2,664.70 | \$1,420.66 | \$4,085.36 | \$655.69 |
| PERS Gold | | | | | |
| FULL-TIME EMPLOYEES | | | | | |
| | Single | \$1,339.38 | \$0.00 | \$1,099.90 | \$0.00 |
| | 2-Party | \$2,701.88 | \$0.00 | \$2,189.30 | \$0.00 |
| | Family | \$3,552.93 | \$0.00 | \$2,883.12 | \$0.00 |
| PART-TIME EMPLOYEES | | | | | |
| | Single | \$1,004.54 | \$95.37 | \$1,099.90 | \$44.01 |
| | 2-Party | \$2,026.41 | \$162.89 | \$2,189.30 | \$75.18 |
| | Family | \$2,664.70 | \$218.42 | \$2,883.12 | \$100.81 |
| Western Health Advantage HMO | | | | | |
| FULL-TIME EMPLOYEES | | | | | |
| | Single | \$1,339.38 | \$0.00 | \$1,000.47 | \$0.00 |
| | 2-Party | \$2,701.88 | \$0.00 | \$1,990.44 | \$0.00 |
| | Family | \$3,552.93 | \$0.00 | \$2,624.60 | \$0.00 |
| PART-TIME EMPLOYEES | | | | | |
| | Single | \$1,004.54 | \$0.00 | \$1,000.47 | \$0.00 |
| | 2-Party | \$2,026.41 | \$0.00 | \$1,990.44 | \$0.00 |
| | Family | \$2,664.70 | \$0.00 | \$2,624.60 | \$0.00 |

Coverage premiums include Medical, VSP Vision and Delta Dental

* EDCTA contribution includes 2024 contribution plus, 80% of premium change using PERS Premium 2025

AGENDA ITEM 1 E
Consent Item

MEMORANDUM

DATE: September 5, 2024

TO: El Dorado County Transit Authority

FROM: Julie Petersen, Finance Manager

SUBJECT: Approve Funding of Operating Reserve Fund for Fiscal Year 2023/24

REQUESTED ACTION:
BY MOTION,

**Approve Funding of Operating Reserve utilizing Bike Locker,
Advertising and Miscellaneous revenue accounts for Fiscal Year
2023/24**

BACKGROUND

On August 4, 2011, the El Dorado County Transit Authority (El Dorado Transit) adopted Resolution No. 11-26 establishing an Operating Reserve Policy and Resolution No. 11-27 establishing a designated target funding level of \$1,500,000 for the operating reserve account.

On April 5, 2018, the Board adopted Resolution No. 18-16 reducing the target level of funding to \$1,000,000.00 using a blended method of \$500,000 held by the El Dorado County Transportation Commission (EDCTC) and the balance held by El Dorado Transit. EDCTC increased their funds held to \$750,000 in FY 2021/22.

On April 6, 2023, the Board adopted Resolution No. 23-13 setting a new target of \$250,000 held by El Dorado Transit. This action was taken in conjunction with the El Dorado County Transportation Commission (EDCTC) Board action to increase the total contingency held by both agencies, to a combined amount of \$2,250,000. As of the start of Fiscal Year (FY) 2023/24, EDCTC holds \$2,000,000 and El Dorado Transit holds \$244,472.

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

DISCUSSION

During the Mid-Year Budget process presented each February, revenue and expenses are analyzed to determine the financial condition of the agency based on the first six (6) month's experience and projections are adjusted for the remainder of the year if necessary. If approved,

non-operating or miscellaneous income budget line items are zeroed to make certain these funds are not needed to balance the operating budget.

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

FISCAL IMPACT

Receipts for the miscellaneous revenues total \$24,869 (unaudited) for FY 2023/24. If approved an amount that will maximize the amount currently held by El Dorado Transit to \$250,000, will be transferred into the operating reserve interest bearing account. Final transfer will occur following the Financial and Compliance Audit presented at the December Board meeting.

AGENDA ITEM 1 F
Consent Item

MEMORANDUM

DATE: September 5, 2024

TO: El Dorado County Transit Authority

FROM: Brian James, Executive Director

SUBJECT: Sacramento Area Council of Governments Subrecipient Agreement

REQUESTED ACTION:
BY MOTION,

Authorize the El Dorado County Transit Authority and the Executive Director to execute a subrecipient agreement with the Sacramento Area Council of Governments for the California Integrated Travel Project

BACKGROUND

In February 2022, the El Dorado County Transit Authority (El Dorado Transit) applied for Transit and Intercity Rail Capital Program (TIRCP) funds in a partnership with Sacramento Regional Transit, Sacramento Area Council of Governments (SACOG), the Capitol Corridor Joint Powers Authority (CCJPA), and other local transit providers. The region was successful in its application and was awarded nearly \$2.2 million to purchase, install, and implement the California Integrated Travel Project (Cal-ITP) supported contactless payment equipment and services on bus fleets throughout the region. The full funding amount was allocated to the region at the California Transportation Commission meeting held in December 2023. The allocation requires El Dorado Transit to enter into a subrecipient agreement with SACOG to receive the allocated funds for the project.

Transit demand and ridership patterns have changed significantly in recent years. In an effort to increase ridership and make it easier for community members to ride transit, expanding contactless payments should be implemented.

This project will continue the expansion of El Dorado Transit's fare payment options for customers, allowing them to purchase fare at the time of boarding the bus using contactless payment technologies. The convenience of paying a fare with an existing contactless enabled credit card, Google Wallet, Apple Pay, or other digital payment, will simplify the fare payment process, speed up boardings, and therefore improve El Dorado Transit's on-time performance.

DISCUSSION

The draft subrecipient agreement with SACOG in Exhibit A will direct \$123,000 to El Dorado Transit to purchase and install the necessary equipment from Kuba Inc. to outfit El Dorado Transit's entire vehicle fleet. Staff is requesting that the Board authorize El Dorado Transit and the Executive Director to execute contract with SACOG for Payment Acceptance Device Hardware and Transit Processor Services as presented.

FISCAL IMPACT

The hardware purchasing fees of \$123,000 that are associated with this project will be paid for with TIRCP funds that were awarded in 2022 and will be provided to El Dorado Transit through the attached subrecipient agreement with SACOG.

**SACRAMENTO AREA COUNCIL OF GOVERNMENTS
SUBRECIPIENT AGREEMENT**

**with
EL DORADO COUNTY TRANSIT AUTHORITY**

**For the
Cal-ITP Implementation Project**

THIS SUBRECIPIENT AGREEMENT is made and entered into effective on _____, by and between the **SACRAMENTO AREA COUNCIL OF GOVERNMENTS**, a California joint powers agency ("SACOG") and the **EL DORADO COUNTY TRANSIT AUTHORITY** ("Subrecipient").

RECITALS

WHEREAS, SACOG has been awarded Transit and Intercity Rail Capital Program ("TIRCP") funds administered through the California Department of Transportation ("Caltrans"), to implement and support the Sacramento Region Cal-ITP Implementation Project ("Project"); and

WHEREAS, SACOG has awarded Subrecipient funding, on a reimbursable basis, for the Project; and

WHEREAS, Subrecipient is eligible to apply for and receive Federal and State financial assistance as a public body corporate and politic of the State of California; and

WHEREAS, the Subrecipient is a Subrecipient of State funds programmed in SACOG's annual Overall Work Program (OWP), administered by and through SACOG. The SACOG annual OWP is part of an agreement with the State of California Department of Transportation (State or Caltrans), which includes the Overall Work Program Agreement (OWPA) and Master Fund Transfer Agreement (MFTA). Together, the OWP, the OWPA and MFTA set forth the terms and conditions under which these funds are to be expended by SACOG and its Subrecipients; and

WHEREAS, the parties wish to enter into this Subrecipient Agreement ("Agreement") to document the terms and conditions of SACOG's funding of the Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Scope of Work: Subrecipient will fully perform all work necessary to complete the Project as identified in **Exhibit "A"** (Scope of Work), which includes the tasks to be performed by Subrecipient as well as Project deliverables, timeline and budget. Any proposed amendment to Exhibit "A" must be agreed to in advance by the parties pursuant to a written amendment in accordance with Section 12 and is subject to approval by any other State agency having jurisdiction.

a. Scope of Responsibilities.

- (1) Subrecipient is responsible for the complete performance of the work described in Exhibit A, including the grant-funded and any in-kind match work, in accordance with the budget constraints described in

Exhibit A as reflected in the adopted SACOG OWP.

- (2) Subrecipient affirms that all work identified in Exhibit A has been competitively procured consistent with all applicable rules and guidelines, including the Caltrans Local Assistance Procedures Manual.
 - (3) Subrecipient's Project Manager will coordinate all work described in the Exhibit A with the SACOG Project Managers identified under each work element listed in Exhibit A. SACOG is not obligated to make payments to Subrecipient until Subrecipient Project Manager has carried out the applicable responsibilities described in this Agreement.
- b. Personnel. Subrecipient may hire personnel to perform the work described in Exhibit A, only if the employees have salaries that do not vary on the basis of funds received from SACOG.
 - c. Materials to be Furnished to Subrecipient.
 - (1) SACOG must, if applicable, provide Subrecipient with a right to use (without charge by SACOG) information, data, reports, records and maps that are in possession of or readily available to SACOG for the purposes of carrying out work under this Agreement. However, SACOG's proprietary information or otherwise confidential or privileged materials will not be provided to Subrecipient, unless authorized by SACOG's legal counsel, except as provided under the Public Records Act and other state and federal laws.
 - 2) At the option of SACOG and if allowable under State grant requirements, SACOG may, if applicable to the Project scope of work, procure equipment, software, or other materials for use by Subrecipient, only for purposes of carrying out work described under this Agreement. Subrecipient agrees to comply with all license agreements for software or other materials procured by SACOG for use by Subrecipient.

2. Time of Performance and Approval Final Costs:

- a. Subrecipient will commence work upon the effective date of this Agreement and will complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

Subrecipient will provide written progress reports to SACOG monthly in format approved by SACOG and shall communicate any delays in Project performance to SACOG immediately.

Subrecipient will follow, and require its contractors to follow, the timeline identified in Exhibit A. If a substantive change to the identified timeline is desired, Subrecipient's Project Manager will provide an immediate written request for approval to the SACOG Project Manager, including the reasons for the requested change. Approval by the SACOG Project Manager will not be unreasonably withheld.

- b. All work will be completed by Subrecipient. This Agreement will expire on **December 6, 2026** unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which written agreement is subject to approval Caltrans, or any other State agency having jurisdiction. Failure to complete the Project by December 6, 2026 will not affect Subrecipient's ability to seek reimbursement under this Agreement for all work performed on the Project up to December 6, 2026. Any work remaining on the Project as of December 7, 2026, will be completed by Subrecipient using funds secured from other sources.
 - c. The services provided pursuant to this Agreement will begin upon issuance of a Notice to Proceed by SACOG to the Subrecipient and continue until completion, but not later than the date identified in subsection (b) above.
 - d. SACOG will use the cost estimate information provided to allocate funds to other subrecipient transit operators based on the hardware costs respective to each transit operator. Any remaining funds available after deducting the hardware costs will be allocated to SacRT for Project deliverables as described in Exhibit A to this Agreement, Scope of Work.
3. Compliance with Laws: Subrecipient will comply with all applicable State, and local laws, codes, ordinances, regulations, orders, circulars, and directives, associated with the funding provided to Subrecipient in this Agreement. Further, Subrecipient will require the appropriate debarment certification form from all Subrecipient contractors and Subrecipient certifies that it will not knowingly enter into any transaction with a contractor, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State agency.
4. Funding Amount: Subject to Section 2(d) above, the amount to be paid to Subrecipient under this Agreement will not exceed **One Hundred Twenty-Three Thousand Dollars (\$123,000)**, unless agreed to in advance by the parties pursuant to a written amendment. In no instance will SACOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.
5. Reporting and Payment:
- a. On a quarterly basis, Subrecipient will provide SACOG with both a written report on the progress made on the Scope of Work (Exhibit "A") and an invoice for reimbursement pursuant to Subsection 5.b. below. Invoices for contractual work completed through June 30 of a fiscal year must be submitted by July 30. Subrecipient must submit written invoices via email to the SACOG Project Manager designated in this Agreement.
 - b. Payments to Subrecipient hereunder will be made in arrears. Subrecipient will submit a detailed and properly documented invoice on its letterhead for reimbursement not more often than quarterly, which invoice will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Subrecipient has already incurred costs for the Project using eligible, non-Federal funds in the amount of the Local Match. Attached as **Exhibit C** is SACOG's matrix of required supporting documentation for subrecipient invoices.

- c. Subrecipient is not entitled to reimbursement of indirect costs unless a copy of an applicable, approved indirect cost plan has been received by SACOG prior to submittal of the first invoice from Subrecipient. Indirect cost rates must be submitted annually in accordance with Caltrans requirements.
- d. Subrecipient will be notified within ten (10) business days following receipt of its invoice by SACOG of any circumstances or data identified by SACOG in Subrecipient's invoice that would cause withholding of approval and subsequent payment. Subrecipient's invoice will include documentation of reimbursable expenses and billed items sufficient for SACOG, in its opinion, to substantiate billings. SACOG reserves the right to withhold payment of disputed amounts.
- e. SACOG will make payments in accordance with California Department of Transportation ("Caltrans") reimbursement requirements. Subrecipient must provide all supporting invoice documentation required by Caltrans. Under no circumstances will SACOG be required to pay any amounts greater than the amount reimbursed by Caltrans.
- f. Subrecipient must comply with, and require its subcontractors to comply with, the requirements for non-State employee travel and subsistence (per diem) expenses found in the California Department of Transportation ("Caltrans") Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the following link: <https://travelpocketguide.dot.ca.gov/>. Lodging rates must not exceed rates authorized to be paid non-State employees unless written verification is supplied that such rates are not commercially available to Contractor and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.
- h. Subrecipient and its contractors and subcontractors must establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) which segregates and accumulates reasonable, allowable, and allocable costs and matching funds for work elements by line item and produces quarterly reports which clearly identify reimbursable costs and other expenditures and provide support for all invoices sent to SACOG.
- i. Any costs for which payment has been made to Subrecipient that are determined by subsequent audit to be unallowable under State regulations is subject to repayment by Subrecipient to SACOG within thirty (30) days of the Subrecipient receiving notice of final audit findings. If Subrecipient fails to return disallowed cost to SACOG within thirty (30) days, SACOG is authorized to withhold payments due to Subrecipient from other SACOG-administered programs.
- j. Subrecipient and its contractors and subcontractors shall comply with

Caltrans' Local Assistance Procedures Manual
(at http://www.dot.ca.gov/hq/Local_Programs/lam/lam.htm);

California Public Contract Code, Sections 10300 to 10334, and 10335 to 10381;
and all other applicable State statutes, regulations, and guidelines or additional
restrictions, limitations, conditions, or any statute enacted by the state

legislature or adopted by the California Transportation Commission that may affect the provisions, terms, or funding of the Project in any manner.

- k. All costs charged to this Agreement by Subrecipient must be supported by properly executed payrolls showing labor (wage) rates per hour, and if applicable, copies of Internal Revenue Service W-2 or 1099 Forms, or both; time records, including timesheets or time cards signed by the employee and approved by the supervisor; and invoices and vouchers, evidencing in proper detail the nature of the charges. These costs must comply with the cost principles cited above in this Section of the Agreement.
- l. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, will contain all of the provisions of Subsections 5(f) through 5(k) above. Subrecipient agrees to furnish documentation to SACOG to support this requirement that its agreements with a contractor contain the required provisions.
- 6. TIRCP Compliance: For purposes of this Agreement, Subrecipient must comply with all applicable requirements of the TIRCP Master Agreement and all Program Supplements for State-Funded Transit Projects.
- 7. Independent Contractor: Subrecipient, and the agents and employees of Subrecipient, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of SACOG. Subrecipient, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit SACOG to any decision or course of action, and will not represent to any person or business that they have such power. Subrecipient has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Subrecipient in the performance of work funded by this Agreement. Subrecipient will be solely responsible for all matters relating to the payment of its employees and contractors including, but not limited to, compliance with all laws, statutes, and regulations governing such matters.
- 8. Termination:
 - a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party fifteen (15) days' written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 17 below.
 - b. If either party issues a notice of termination, SACOG will reimburse Subrecipient for work actually performed and costs incurred up to the effective date of the notice of termination, subject to the limitations in Section 6 and less any compensation to SACOG for damages suffered as a result of Subrecipient's failure to comply with the terms of this Agreement.
 - c. Subrecipient will have the right to terminate this Agreement in the event SACOG is unable to make required payments, including, without limitation, a failure of Caltrans to appropriate funds. In such event, Subrecipient will provide SACOG with seven (7) days' written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to SACOG at the address indicated in Section 17.

SACOG will make payment to Subrecipient through the date of termination, subject to the provisions of Section 6 above.

9. Assignment: The parties understand that SACOG entered into this Agreement based on the Project proposed by Subrecipient. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by Subrecipient either in whole or in part.

10. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement and the parties will follow the timeline set forth in the scope of work (Exhibit "A"), unless modified pursuant to Section 12.

12. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.

13. Contractors and Subcontractors: Subrecipient will be fully responsible for all work performed by its contractors and subcontractors.

- a. SACOG reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable State and Federal law requirements that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, and Equal Employment Opportunity, the Drug-Free Workplace Act.
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by Subrecipient or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. Indemnity: Subrecipient specifically agrees to indemnify, defend, and hold harmless SACOG, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnatee. Subrecipient must pay all costs and expenses that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section will survive the expiration, termination, or assignment of this Agreement.

15. Audit, Retention and Inspection of Records:

- a. SACOG or its designee, including but not limited to any State or Federal agency, will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. The Records include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code Sections 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500, *et seq.* (when applicable) and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7.
- b. Subrecipient agrees to provide SACOG or its designee, the State, the California State Auditor or any duly authorized representative of the State with any relevant information requested and will permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable State laws and regulations. Subrecipient further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- c. If directed by SACOG upon expiration of this Agreement, Subrecipient will cause copies of all Records relevant to the Scope of Work to be delivered to SACOG as depository.

16. Project Managers: SACOG's Project Manager for this Agreement is **Chris Dougherty**, unless SACOG otherwise informs Subrecipient. With the exception of notice of termination sent by certified mail pursuant to Section 8 above, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to the SACOG Project Manager at the following address:

Chris Dougherty Senior Analyst
Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814
916-319-5193
cdougherty@sacog.org

Subrecipient's Project Manager for this Agreement is Brian James. No substitution of Subrecipient's Project Manager is permitted without prior written agreement by SACOG, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 8 above, any notice, report, or other communication to Subrecipient required by this Agreement will be mailed by first-class mail to:

Brian James, Executive Director
El Dorado County Transit Authority
6565 Commerce Way, Diamond Springs, CA 95619
530-642-5383 Ext. 210
bjames@eldoradotransit.com

17. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

18. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by Subrecipient of these provisions, will in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

19. Litigation: Subrecipient will notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.

20. Americans with Disabilities Act (ADA) of 1990; Accessibility: By signing this Agreement, Subrecipient assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Subrecipient also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code Sections 4450 and 4454, if applicable.

21. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations, (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101, *et seq.*, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code Section 12990, *et seq.*), and other California State discrimination laws and regulations. SACOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 *et seq.* of the Government Code. SACOG prohibits discrimination by its employees, subrecipients, contractors and consultants.

Subrecipient hereby certifies, under penalty of perjury under the laws of California, that it complies with, and that Subrecipient will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Subrecipient to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Subrecipient and its contractors and subcontractors will comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, gender identity, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Subrecipient and its contractors and subcontractors will comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Subrecipient and its contractors and subcontractors must ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Subrecipient and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, gender expression, age or marital status and shall comply with **Exhibit D**, "Fair Employment Practices Addendum" and **Exhibit E**, "Non-Discrimination Assurances" attached hereto and incorporated herein by this reference. Subrecipient and its contractors and subcontractors will further ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Subrecipient and its contractors and subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*), as well as Title 2, California Code of Regulations, Section 8103. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its contractors and subcontractors will give written notice of their obligations under this clause to

labor organizations with which they have a collective bargaining or other agreement.

- d. Subrecipient and its subcontractors will also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Subrecipient, with regard to the work performed by it during the Agreement, will act in accordance with Title VI. Specifically, Subrecipient will not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- f. Subrecipient and its contractors will include the provisions of this Section 21 in all contracts to perform work funded under this Agreement. Subrecipient will take such action with respect to any such contract as SACOG may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- g. Sanctions for Noncompliance: In the event of Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, SACOG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - (1) Withholding of payments to Subrecipient under this Agreement until Subrecipient complies, and/or
 - (2) Cancellation, termination or suspension of the Agreement, in whole or in part.

22. Drug-Free Certification: By signing this Agreement, Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Subrecipient who works under this Agreement will:
 - (1) Receive a copy of Subrecipient's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.

23. Union Organizing: By signing this Agreement, Subrecipient hereby acknowledges the applicability of Government Code § 16645 through §16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Subrecipient will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Subrecipient will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

24. Prohibition of Expending State or Federal Funds for Lobbying:

- a. Subrecipient certifies, to the best of his or her knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Subrecipient also agrees by signing this Agreement that he or she will require that the language of this certification be included in all lower tier contracts and subcontracts.

25. Prevailing Wage and Labor Requirements: If Subrecipient awards any construction contracts utilizing Federal funds under this Agreement, Subrecipient agrees to comply with all pertinent statutes, rules and regulations promulgated by the Federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. § 3141 and if applicable 40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kick back and payroll records requirements of the Copeland "Anti-Kickback" Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*) and related regulations (29 CFR Part 5).

26. Non-Liability of SACOG: SACOG will not be liable to Subrecipient or any third party for any claim for loss of profits or consequential damages. Further, SACOG will not be liable to Subrecipient or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.

27. Debarment Responsibilities: Subrecipient agrees that it will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.

28. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

29. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of Sacramento County.

30. Integration: This Agreement represents the entire understanding of SACOG and Subrecipient as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

31. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

32. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

33. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

34. Ownership; Permission: Subrecipient represents and warrants that all materials used in the performance of the Project work, including, without limitation, all computer software materials and all written materials are either produced and owned by Subrecipient or that all required permissions and license agreements have been obtained and paid for by Subrecipient. Subrecipient will defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

35. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.

36. Amendments Required by Federal or State Agencies: If Caltrans, or any other State agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.

37. Ambiguities: The parties have each carefully reviewed this Subrecipient Agreement and have agreed to each term and condition herein. No ambiguity will be construed against either party.

38. Press Releases: Each party will obtain other party's prior written approval of any press releases, or other public outreach materials, that include any reference to such other party or such other party's logo.

39. Clean Air Act: Subrecipient shall ensure that it: (A) will not use any violating facilities; (B) will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" (C) will report violations of use of prohibited facilities to FTA; and (D) will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251- 1387). Subrecipient agrees to report each Clean Air requirement violation to SACOG and understands and agrees that SACOG will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Subrecipient also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

40. Disputes: Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be submitted in writing to a committee consisting of SACOG's Contracts Administrator and General Counsel. This Committee may consider the written information or additional verbal information submitted by Subrecipient at the request of the Committee. A determination shall be made by the Committee within ten (10) business days. In the event that Subrecipient disputes the Committee's determination, Subrecipient may request review by SACOG's Executive Director of unresolved claims or disputes, other than audit, not later than thirty (30) days after completion of all work under the Agreement. The Subrecipient's request for review must be submitted in writing. Neither the pendency of a dispute, nor its consideration by the Committee, will excuse Subrecipient from full and timely performance in accordance with this Agreement.

41. Rebates, Kickbacks, or Other Unlawful Consideration: Subrecipient warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SACOG employee. For breach or violation of this warranty, SACOG shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

42. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Subrecipient must comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

- b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, must contain all of the provisions of this Section.
- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.”

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF
THE DATE FIRST APPEARING ABOVE:

**SACRAMENTO AREA COUNCIL OF
GOVERNMENTS**

**EL DORADO COUNTY TRANSIT
DISTRICT**

JAMES CORLESS
Executive Director

BRIAN JAMES
Executive Director

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to SACOG

RECOMMENDED BY:

ATTEST:

CHRIS DOUGHERTY
Senior Analyst

JULIE PETERSEN
Finance Manager

EXHIBIT A

Scope of Work and Budget

Background

As part of a larger submittal of the Sacramento Valley Station Transit Center: Priority Projects TIRCP Application, SACOG has been awarded \$2.18 Million Dollars to allocate to Yolo County Transportation District, Yuba-Sutter Transit Authority, City of Roseville Transit, Sacramento Regional Transit, El Dorado Transit, Placer County Transit, and County of Sacramento's SCT Link ("Transit Operators") for the purchase and installation of contactless Europay, Mastercard, and Visa (EMV) readers. EMV readers will serve to enable contactless bank cards and mobile wallets as payment on public transportation in the region.

Approach

Awarded funds will be distributed by SACOG via Subrecipient Agreements with each of the Transit Operators for hardware and software purchases. Subrecipient Agreements will allow for the purchase and implementation of EMV hardware and payment processing software and necessary communications equipment where needed. Each Transit Operator will execute individual subcontracts with the selected vendor(s) for purchase of equipment and implementation. Additionally, SacRT plans to subcontract with an account-based ticketing system vendor to be used by the consortium of Transit Operators.

Allocations of funds for hardware to each Transit Operator are based on calculation of final cost estimates. The final cost estimates were developed in partnership with the Transit Operators and the hardware vendor in June 2024.

Final costs include a contingency budget of 10% of the total hardware costs. If there are any remaining funds, SACOG will work with the Transit Operators to amend those funds to the SacRT agreement for the purchase of the account-based ticketing system vendor. Otherwise, each Subrecipient Agreement will include a not-to-exceed amount based on what was requested at the California Transportation Commission.

Estimated Allocations

Total expenditures for the 7 transit operators shall not exceed \$2,180,000.

Scope of Work

Subrecipient will purchase and install contactless EMV readers and payment processing software coordinated with the California Integrated Travel Project (Cal-ITP) on bus vehicles to allow fares to be collected through contactless bank cards and mobile wallets. If there are not currently on-board bus communications or wi-fi hardware, this may include the purchase and installation of devices needed to fully support the EMV readers.

Budget

The amount to be paid to Subrecipient under this Agreement shall not exceed **One Hundred Twenty-Three Thousand Dollars (\$123,000)**, unless expressly authorized in writing by the SACOG Executive Director or designee. Subrecipient must submit final Project hardware costs to SACOG as soon as possible after execution of this Agreement, but no later than November 30, 2024.

Timeline

All funds must be expended no later than **December 6, 2026**.

Contract #: CT240033
Funding Source: Transit and Intercity
Rail Capital Program (TIRCP/State)
Account Set: SAC219-PASS THROUGH-TIRCP

EXHIBIT B

(INTENTIONALLY OMITTED)

EXHIBIT C
SACOG REQUIRED SUPPORTING DOCUMENTATION FOR INVOICES

Sacramento Area Council of Governments
Required Supporting Documentation for Contractor, Sub-Contractor, Sub-Recipient Invoices

| Type of Expense | Required Supporting Documentation for <u>SACOG</u> Invoices/Expense Reimbursements | Required Supporting Documentation for <u>Sub-Recipient</u> Invoices | Required Supporting Documentation for <u>Contractor/Sub-Contractor</u> Invoices |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Labor Costs | Approved timesheets | <input type="checkbox"/> Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/ deliverables + hourly rate + benefits + overhead | <input type="checkbox"/> Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/ deliverables + hourly rate + benefits + overhead |
| Travel Costs | <input type="checkbox"/> Travel request approval/details and appropriate documentation for type of travel expense below: | <input type="checkbox"/> Travel request approval/details and appropriate documentation for type of travel expense below: | <input type="checkbox"/> Travel request approval/details and appropriate documentation for type of travel expense below: |
| Mileage | <input type="checkbox"/> Date, miles driven, addresses traveled from and to, purpose of travel. <input type="checkbox"/> Map preferred. | <input type="checkbox"/> Date, miles driven, addresses traveled from and to, purpose of travel. <input type="checkbox"/> Map preferred. | <input type="checkbox"/> Date, miles driven, addresses traveled from and to, purpose of travel. <input type="checkbox"/> Map preferred. |
| Meals, Incidentals, Transportation & Lodging | <input type="checkbox"/> Itemized receipts for all meals/incidentals. Will only reimburse up to <u>state per diem rates</u> . <input type="checkbox"/> If any charges are for more than one person, names of all parties and purpose of charge must be provided. | <input type="checkbox"/> Itemized receipts for all meals/incidentals. Will only reimburse up to <u>state per diem rates</u> . <input type="checkbox"/> If any charges are for more than one person, names of all parties and purpose of charge must be provided. | <input type="checkbox"/> Itemized receipts for all meals/incidentals. Will only reimburse up to <u>state per diem rates</u> . <input type="checkbox"/> If any charges are for more than one person, names of all parties and purpose of charge must be provided. |
| Indirect/Overhead Charge | Rate matches current approved rate | <input type="checkbox"/> Approval of indirect rate from cognizant agency | <input type="checkbox"/> Approval of indirect/overhead rate from cognizant agency |
| Proof of Payment | Proof of Payment | <input type="checkbox"/> Copy of cancelled check showing proof of cleared payment | <input type="checkbox"/> Copy of cancelled check showing proof of cleared payment |
| Meetings Related Expenses | <input type="checkbox"/> Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement. | <input type="checkbox"/> Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement. | <input type="checkbox"/> Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement. |
| Other Expenses | <input type="checkbox"/> Detailed receipts | <input type="checkbox"/> Detailed receipts | <input type="checkbox"/> Detailed receipts |
| In-Kind/Match | N/A - Accounting function | <input type="checkbox"/> Documentation supporting in-kind or other match. <input type="checkbox"/> If staff time is used for match, follow "labor costs" documentation requirements. <input type="checkbox"/> If other costs are used, follow the rules for other types of expenses and provide details on procurement process used. In order to be allowable for match, any costs incurred must have been procured following same rules SACOG is subject to based on type of grant funding. <input type="checkbox"/> If providing actual funds, identify what type of funds are being provided (local, state, federal, federal aid) and/or source of funds (granting agency.) | <input type="checkbox"/> Documentation supporting in-kind or other match. <input type="checkbox"/> If staff time is used for match, follow "labor costs" documentation requirements. <input type="checkbox"/> If other costs are used, follow the rules for other types of expenses. <input type="checkbox"/> If providing actual funds, identify what type of funds are being provided (local, state, federal, federal aid) and/or source of funds (granting agency.) |

EXHIBIT D
FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, the El Dorado County Transit Authority will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care, pregnancy leave, or disability leave. ADMINISTRATION AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. 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. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY's contractors and all subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for purposes of investigation to ascertain compliance with the Fair Employment section of this AGREEMENT.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment provision, STATE shall have the right to terminate this AGREEMENT either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any monies due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT E
NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, a condition to receiving any Federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42, U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964" (collectively hereinafter referred to as the REGULATIONS), the Federally-aid Highway Act of 1973, and other pertinent directives, to and that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation, ADMINISTERING AGENCY HEREBY GIVES ASSURANCES THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this AGREEMENT. This Assurance is required by subsection 21.7(a)(1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to the Federal-Assisted Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsection 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the Federal-Assisted Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix 1 to Exhibit A of this Assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix 2 to Exhibit B of this Assurance shall be included a s covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal finance assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix 3 to Exhibit C and Appendix 4 to Exhibit D of the Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix 3 to Exhibit C:

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix 4 to Exhibit D:

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this Assurance obligates ADMINISTERING AGENCY for the period during which federal financing assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of personal property or real property or interest therein, or structures, or improvements thereon, in which case the Assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. The ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he/she delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the AGREEMENT.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE-assisted contract or in the administration on its DBE Program or the requirement of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of STATE-assisted contracts. ADMINISTERING AGENCY's DBE Race-Neutral Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out is approved DBE Race-Neutral Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases refer the matter for enforcement under 18 U.S.C 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 U.S.C. 3801 et seq.).

Contract #: CT240033
Funding Source: Transit and Intercity
Rail Capital Program (TIRCP/State)
Account Set: SAC219-PASS THROUGH-TIRCP

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX 1 TO EXHIBIT E

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agree as follows:

1. Compliance with Regulations: ADMINISTERING AGENCY shall comply with the REGULATIONS relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), which are incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY 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 Sub-agreements, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements or materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this AGREEMENT and the REGULATION relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or Federal Highway Administration (FHWA) to in pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY as in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.
5. Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this AGREEMENT, STATE shall impose such AGREEMENT sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to ADMINISTERING AGENCY under the AGREEMENT within a reasonable period of time, not to exceed ninety (90) days; and/or
 - (b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.
6. Incorporation of Provision: ADMINISTERING AGENCY shall include the provisions of paragraphs 1 through 6 in every sub-agreement, including procurements of materials and leases of equipment unless exempt by the REGULATIONS or directives issues pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions,

including sanctions for noncompliance provided; however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of the STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX 2 TO EXHIBIT E

The following clauses shall be included in any and all deeds affecting or recording the transfer of PROJECT real property; structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOT, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with, and in compliance with, Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remiss, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said and described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject; however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land to itself, its successors and assigns.

1. That no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereto conveyed(:) (and)¹

2. That ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (:;) and

3. That in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed².

¹ Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

² Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX 3 TO EXHIBIT E

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

APPENDIX 4 TO EXHIBIT E

The following shall be included in all deeds, licenses, leases, permits, or similar agreements extended into by the ADMINISTARTING AGENCY.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

1. No person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
2. That in construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; and
3. That the (grantee, licensee, permittee, etc.), shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.), and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.), had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

AGENDA ITEM 2 A
Action Item

MEMORANDUM

DATE: September 5, 2024

TO: El Dorado County Transit Authority

FROM: Julie Petersen, Finance Manager

SUBJECT: Final Amended Operating Budget for Fiscal Year 2023/24

REQUESTED ACTION:
BY MOTION,

1. Receive and File the Final Amended Operating Budget for Fiscal Year 2023/24 as Proposed
2. Acknowledge the budget amount of \$1,740,272 in Deferred Local Transportation Funds (LTF) from Contingency
3. Authorize the use of Deferred LTF for Fiscal Year 2023/24 Capital Expenses

BACKGROUND

As of August 27, 2024, most work related to posting was accomplished to close the internal fiscal year (FY) 2023/24 financials.

A Final Amended Operating Budget is typically presented to the Board of Directors following the close of the fiscal year and prior to completion of an independent financial audit. The proposed Final Amended FY 2023/24 Operating Budget (attached) reflects fiscal year-end adjustments from the adopted mid-year version, based on actual revenue and expenses realized during the period.

DISCUSSION

The proposed Final Amended FY 2023/24 Operating Budget reflects a slight decrease in overall revenue of \$933; salary and benefit accounts decreased by \$1,189,355; general expenses decreased by \$551,850. Outlined below are the recommended adjustments by line item with comments. The attached Final Amended FY 2023/24 Operating Budget sheet presents the adopted mid-year budget amounts for comparison and shows the net changes proposed.

The proposed Final Amended FY 2023/24 Operating Budget includes limited-time revenue from emergency ARPA Act funding in the amount of \$138,875 allocated under the Federal Transit Administration (FTA) Section 5311 program and \$189,211 under the FTA Section 5307 program. The Joint Exercise of Powers Agreement (JPA) of the El Dorado County Transit Authority (El Dorado Transit) Section 11.3 states the following: *“The EDCTA shall actively seek*

to maximize utilization of Federal, State, and other available revenues which shall be applied towards such operating and capital expenditures...”

Maximum use of Federal ARPA Act funds, Formulaic funds in the FTA 5311 program and competitive FTA 5311(f) in FY 2023/24 has allowed for a deferral of Local Transportation Funds (LTF) for use in the FY 2024/25 Operating and Capital Budgets. The final amount will be determined after today’s requested action.

El Dorado Transit management and staff worked well within the overall mid-year budget expense projections.

Due to Federal operating monies, an increase in farebox recovery revenues and staffing demographics, an increase of \$1,559,222 in Contingency Funds now totaling \$1,740,272 has been realized. Staff is recommending the use of these (LTF) for matching funds in the Capital Budget to preserve State Transit Assistance (STA) funds in FY 2023/24. Any remaining funds will represent the projected amount of conventional State funding offset for use in the FY 2024/25 operating budget.

REVENUE ACCOUNTS

El Dorado Transit saw an overall decrease of approximately \$933 in revenue accounts.

- 1 Federal 5311 funds adjusted to actual award amount.
- 2 Federal 5311(f) funds adjusted to actual award amount.
- 3 Interest Income increased to accurately reflect receipts.
- 4 Cash Fares increased to accurately reflect receipts.
- 5 Contract Services increased to accurately reflect receipts.
- 6 Commuter Route Fare Media increased to accurately reflect receipts.
- 7 Local Route Fare Media increased to accurately reflect receipts.
- 8 Paper Scrip decreased to accurately reflect receipts.
- 9 Fair Shuttle AB2766 Grant funding award for FY 2023/24.
- 10 AB2766 AQMD Grant funds adjusted to actual amount.
- 11 Federal ARPA funds adjusted to actual award amount.

SALARY & BENEFITS EXPENSE ACCOUNTS

Overall, the total Salary and Benefits expenditures were managed well with an overall decrease of \$1,189,355.

- 12 Regular Employee salary expenses decreased to reflect staffing shortages in operations. Regular employees worked additional shifts.
- 13 Temporary Employee costs increased to reflect actual usage of the extra help employees.
- 14 Overtime increased to accurately reflect costs.
- 15 Employee Retirement decreased to reflect actual costs. These costs are directly tied to regular pay and special pays.

- 16 Social Security (FICA) Payroll Tax increased reflect actual costs. These costs are driven by the actual hours worked by extra temporary employees.
- 17 Medicare Payroll Tax reduced to accurately reflect actual costs.
- 18 Health Insurance decreased to reflect actual premium expenses.
- 19 Unemployment Insurance increased to reflect actual reimbursement costs.
- 20 Long Term Disability/Life insurance decreased to reflect actual premium costs.
- 21 Workers' Compensation increased to premium.

SERVICE & SUPPLY EXPENSE ACCOUNTS

Total Services and Supplies accounts (including the Contingency line item) increased by \$1,188,422.

- 22 Uniforms – Other decreased closer to actual expenses.
- 23 Communications – Phone decreased closer to actual expenses.
- 24 Communications – Radio decreased closer to actual expenses.
- 25 Household Expenses - decreased closer to actual expenses.
- 26 Insurance Premiums/Public Liability increased to reflect the two (2) month pre-paid allocation of FY 2024/25 premiums in FY 2023/24.
- 27 Insurance Premiums/Physical Damage increased to reflect the two (2) month pre-paid allocation of FY 2024/25 premiums in FY 2023/24.
- 28 Commercial Insurance decreased closer to actual premiums.
- 29 Insurance Premiums/Employer Practices Liability Insurance (EPLI) decreased to reflect the two (2) month pre-paid allocation of FY 2024/25 premiums in FY 2023/24.
- 30 Service Contracts/Equipment decreased closer to actual expenses.
- 31 Park and Ride Maintenance decreased closer to actual expenses.
- 32 Maintenance/Buildings increased closer to actual expenses.
- 33 Maintenance/Equipment increased closer to actual expenses.
- 34 Maintenance/Grounds increased closer to actual expenses.
- 35 Maintenance/Bus Stops increased closer to actual expenses.
- 36 Maintenance/Other decreased to actual expenses.
- 37 Vehicle Maintenance (In-House) increased closer to actual expenses.
- 38 Vehicle Maintenance/Tires & Tubes decreased closer to actual expenses.
- 39 Vehicle Maintenance/ Lubricants decreased closer to actual expenses.
- 40 Small Shop Tools decreased closer to actual.
- 41 Sales Tax/Fuel decreased closer to actual expenses.
- 42 Safety Equipment/Training decreased closer to actual expenses.
- 43 Memberships decreased closer to actual expenses.
- 44 Office Expenses decreased closer to actual expenses.
- 45 Postage decreased ed closer to actual expenses.
- 46 Operating Expenses – Other increased closer to actual expenses.
- 47 Professional Services decreased closer to actual expenses.
- 48 Background Checks decreased closer to actual expenses.
- 49 Publications/Legal Notices decreased closer to actual expenses.
- 50 Printing decreased closer to actual expenses.

- 51 Rents/Leases – Equipment increased to reflect closer to actual.
- 52 Equipment Purchase – Data Processing decreased to actual expenses.
- 53 Special Department increased closer to actual expenses.
- 54 Marketing increases closer to actual expenses.
- 55 Staff Development/Travel increased closer to actual.
- 56 Fuel Purchase decreased closer to actual expenses.
- 57 Bank Charges increased closer to actual.
- 58 Credit Card Charge Fees increased closer to actual expenses.
- 59 Connect Card administration Fees decreased closer to actual expenses.
- 60 Utilities Park & Ride increased closer to actual expenses.
- 61 AB2766 Fair Shuttle reflects expenses of grant.
- 62 My-Ride Mileage Expenses decreased closer to actual expenses.
- 63 Contingency increased to reflect the estimated unearned funding for the FY 2023/24 Operating Budget. If approved with this staff report, Capital expenses for the current year will be subtracted from this amount, as applicable to preserve Capital funding.

FISCAL IMPACT

Staff is presenting a balanced Final Amended Operating Budget for FY 2023/24 totaling \$9,738,522, which is approximately \$933 under the mid-year projections. This includes the anticipated deferral of LTF Contingency of approximately \$1,740,272. El Dorado Transit's final FY 2023/24 financials will be adjusted in the independent audit process and presented during the December 2024 regularly scheduled Board meeting.

EL DORADO COUNTY TRANSIT AUTHORITY
PROPOSED FINAL AMENDED OPERATING BUDGET 2023/2024

| OPERATING BUDGET | | FY 2023/2024 Mid-Year | FY 2023/2024 Final Amended | | |
|-----------------------------|------------------------------------------------------------------|--------------------------|-------------------------------|--------------|----|
| REVENUE ACCOUNTS | | Adopted 02/01/24 | Proposed 09/05/2024 | Difference | |
| 4000.00 | Transportation Development Act (TDA/LTF) | \$7,293,579 | \$7,293,579 | \$0 | |
| 4270.01 | State of Good Repair (SGR) Program | \$0 | \$0 | \$0 | |
| 4100.00 | Federal Transit Administration (FTA) Section 5311 Grant | \$741,022 | \$761,477 | \$20,455 | 1 |
| 4100.05 | Federal Transit Administration (FTA) Section 5311(f) Grant | \$165,000 | \$75,000 | -\$90,000 | 2 |
| 4100.06 | Federal Transit Administration (FTA) ARPA Act Section 5311 Grant | \$138,875 | \$138,875 | \$0 | |
| 4970.00 | Interest Income | \$130,000 | \$154,500 | \$24,500 | 3 |
| 4300.00 | Cash Fares | \$97,000 | \$103,000 | \$6,000 | 4 |
| 4310.00 | Contract Services | \$165,000 | \$178,500 | \$13,500 | 5 |
| 4330.00 | Commuter Route Fare Media | \$320,000 | \$420,500 | \$100,500 | 6 |
| 4350.00 | Local Route Fare Media | \$70,000 | \$79,000 | \$9,000 | 7 |
| 4360.00 | Paper Scrip | \$9,000 | \$5,000 | -\$4,000 | 8 |
| 4370.00 | CCJPA | \$185,000 | \$185,000 | \$0 | |
| 4400.00 | Advertising Revenue | \$0 | \$0 | \$0 | |
| 4990.00 | Misc. Revenue | \$0 | \$0 | \$0 | |
| 4107.03 | Fair Shuttle AB2766 Grant | \$32,000 | \$20,400 | -\$11,600 | 9 |
| 4109.04 | Low Carbon Transit Operations Program (LCTOP) Grant | \$75,000 | \$0 | -\$75,000 | 10 |
| 4112.00 | FTA Section 5307 Grant Income - Preventative Maintenance (PM) | \$0 | \$0 | \$0 | |
| 4112.00 | Federal Transit Administration (FTA) ARPA Act Section 5307 Grant | \$183,509 | \$189,221 | \$5,712 | 11 |
| 5060.00 | Offset Reserve Fund - CalTIP (restricted) | \$134,470 | \$134,470 | \$0 | |
| TOTAL REVENUES | | \$9,739,455 | \$9,738,522 | -\$933 | |
| SALARY & BENEFIT ACCOUNTS | | | | | |
| 5010.00 | Regular Employees | \$3,466,705 | \$3,160,000 | -\$306,705 | 12 |
| 5010.02 | Temporary Employees | \$90,000 | \$115,000 | \$25,000 | 13 |
| 5010.07 | Overtime | \$95,000 | \$110,000 | \$15,000 | 14 |
| 5010.08 | On Call Pay | \$7,000 | \$7,000 | \$0 | |
| 5010.09 | CRDI and Shift Pay | \$20,000 | \$20,000 | \$0 | |
| 5020.01 | Employee Retirement | \$1,094,000 | \$675,000 | -\$419,000 | 15 |
| 5070.01 | (OASDI - Payroll Tax) FICA | \$8,400 | \$14,250 | \$5,850 | 16 |
| 5070.02 | MEDICARE - Payroll Tax | \$54,000 | \$43,500 | -\$10,500 | 17 |
| 5020.02 | Health Insurance | \$1,585,000 | \$1,100,000 | -\$485,000 | 18 |
| 5020.03 | Unemployment Insurance | \$15,000 | \$7,000 | -\$8,000 | 19 |
| 5020.04 | LT Disability/Life Ins | \$41,000 | \$33,000 | -\$8,000 | 20 |
| 5020.05 | Worker's Comp | \$122,000 | \$124,000 | \$2,000 | 21 |
| TOTAL SALARY & BENEFITS | | \$6,598,105 | \$5,408,750 | -\$1,189,355 | |
| SERVICE & SUPPLY ACCOUNTS | | | | | |
| 5090.02 | Shop Clothing & Supplies | \$10,000 | \$10,000 | \$0 | |
| 5090.05 | Uniforms - Other | \$15,000 | \$14,000 | -\$1,000 | 22 |
| 5050.01 | Communications - Phone | \$35,000 | \$28,000 | -\$7,000 | 23 |
| 5090.20 | Communications - Radio | \$1,000 | \$0 | -\$1,000 | 24 |
| 5090.01 | Household Expenses | \$18,000 | \$17,000 | -\$1,000 | 25 |
| 5060.01 | Insurance Premiums/Public Liability | \$347,000 | \$358,000 | \$11,000 | 26 |
| 5060.02 | Insurance Premiums/Physical Damage | \$24,000 | \$25,000 | \$1,000 | 27 |
| 5060.03 | Insurance Premiums/Commercial | \$20,000 | \$12,500 | -\$7,500 | 28 |
| 5060.04 | Insurance Premium EPLI Package | \$28,000 | \$27,000 | -\$1,000 | 29 |
| 5090.06 | Service Contracts/Equipment | \$245,000 | \$208,000 | -\$37,000 | 30 |
| 5160.07 | Park and Ride Maintenance | \$47,500 | \$29,000 | -\$18,500 | 31 |
| 5160.01 | Maintenance/Buildings | \$15,000 | \$26,000 | \$11,000 | 32 |
| 5160.03 | Maintenance/Equipment | \$4,000 | \$5,000 | \$1,000 | 33 |
| 5160.05 | Maintenance/Grounds | \$6,500 | \$6,600 | \$100 | 34 |
| 5160.09 | Maintenance/Bus Stop | \$3,000 | \$20,500 | \$17,500 | 35 |
| 5160.00 | Maintenance/Other | \$2,000 | \$0 | -\$2,000 | 36 |
| 5040.00 | Vehicle Maintenance (In-House) | \$417,000 | \$460,000 | \$43,000 | 37 |
| 5040.02 | Vehicle Maintenance/Tires & Tubes | \$125,000 | \$78,000 | -\$47,000 | 38 |
| 5040.03 | Vehicle Maintenance/Lubricants | \$45,000 | \$36,000 | -\$9,000 | 39 |
| 5040.04 | Vehicle Maintenance/Small Tools - Shop | \$5,000 | \$3,000 | -\$2,000 | 40 |
| 5040.80 | Vehicle Maintenance/Sales Tax/ Fuel & Lub. | \$45,000 | \$35,000 | -\$10,000 | 41 |
| 5090.50 | Safety Equipment/Training | \$5,000 | \$2,500 | -\$2,500 | 42 |
| 5090.40 | Memberships | \$6,000 | \$5,000 | -\$1,000 | 43 |
| 5090.70 | Office Expense | \$15,000 | \$13,400 | -\$1,600 | 44 |
| 5090.80 | Postage | \$4,000 | \$600 | -\$3,400 | 45 |
| 5090.00 | Operating Expense - Other | \$2,000 | \$3,000 | \$1,000 | 46 |
| 5030.00 | Professional Services | \$350,000 | \$265,000 | -\$85,000 | 47 |
| 5030.10 | Employee Medical Exams | \$11,500 | \$11,500 | \$0 | |
| 5030.30 | Background Checks | \$3,000 | \$1,800 | -\$1,200 | 48 |
| 5090.08 | Pubs/Legal Notices | \$13,000 | \$12,000 | -\$1,000 | 49 |
| 5090.75 | Printing | \$10,000 | \$5,800 | -\$4,200 | 50 |
| 5120.00 | Rents/Leases | \$12,000 | \$12,200 | \$200 | 51 |
| 5140.01 | Equipment Purchase - Data Processing | \$1,000 | \$0 | -\$1,000 | 52 |
| 5140.05 | Equipment Purchase - Office | \$1,800 | \$1,800 | \$0 | |
| 5150.00 | Special Department Expense | \$1,500 | \$2,200 | \$700 | 53 |
| 5150.01 | Marketing | \$10,000 | \$13,500 | \$3,500 | 54 |
| 5090.30 | Staff Development/Travel | \$30,000 | \$37,000 | \$7,000 | 55 |
| 5040.01 | Fuel Purchase | \$750,000 | \$580,000 | -\$170,000 | 56 |
| 5090.72 | Bank Charges | \$1,500 | \$1,600 | \$100 | 57 |
| 5090.73 | Credit Card Charge Fees | \$4,000 | \$4,500 | \$500 | 58 |
| 5090.74 | Connect Card Administration Expenses | \$11,000 | \$7,500 | -\$3,500 | 59 |
| 5050.02 | Utilities | \$56,000 | \$56,000 | \$0 | |
| 5050.03 | Utilities/ Park & Rides | \$22,000 | \$24,000 | \$2,000 | 60 |
| 4108.03 | Fair Shuttle AB2766 Grant | \$42,000 | \$27,500 | -\$14,500 | 61 |
| 5008.01 | MY RIDE - Mileage Expenses | \$140,000 | \$102,500 | -\$37,500 | 62 |
| 6270.00 | Contingency | \$181,050 | \$1,740,272 | \$1,559,222 | 63 |
| TOTAL SERVICES AND SUPPLIES | | \$3,141,350 | \$4,329,772 | \$1,188,422 | |
| TOTAL OPERATING EXPENSES | | \$9,739,455 | \$9,738,522 | -\$933 | |

AGENDA ITEM 2 B
Action Item

MEMORANDUM

DATE: September 5, 2024

TO: El Dorado County Transit Authority

FROM: Julie Petersen, Finance Manager

SUBJECT: Appointment of Chair and Vice-Chair as Members of an Ad Hoc Financial Audit Review Committee

REQUESTED ACTION:
BY MOTION,

1. Form an ad hoc Audit Review Committee to receive and review fiscal year (FY) 2023/24 independent fiscal and compliance audit reports
2. Appoint Chair and Vice-Chair as members to the Audit Review Committee

BACKGROUND

The Mills-Alquist-Deddeh Act (SB 325) was enacted by the California Legislature to improve public transportation services and encourage regional transportation coordination. Known as the Transportation Development Act (TDA) of 1971, this law provides funding to be allocated primarily for transit related purposes.

The TDA provides two (2) funding sources:

1. Local Transportation Fund (LTF), which is derived from a ¼ cent of the general sales tax collected statewide.
2. State Transit Assistance (STA), which is derived from the statewide sales tax on diesel fuel.

The California Department of Tax and Fee Administration, based on sales tax collected in each county, returns the general sales tax revenues in each county's LTF. The STA funds are appropriated by the Legislature to the State Controller's Office (SCO). The SCO then allocates the tax revenues, by formula, to planning and other selected agencies.

To ensure program compliance, TDA Section 6664 requires an independent fiscal and compliance audit of each TDA claimant be completed within 180 days following the end of the fiscal year. The El Dorado County Transportation Commission (EDCTC) is responsible for

ensuring that each TDA claimant under its jurisdiction receiving an allocation submits to EDCTC and the State Controller an annual certified fiscal audit report.

DISCUSSION

Richardson and Company auditors will perform the fiscal year 2023/24 on-site audit field work at the El Dorado County Transit Authority (El Dorado Transit) during the week of October 7, 2024. Final audit reports will be completed in late October 2024 or early November 2024.

Annually, the El Dorado Transit Board of Directors (Board) appoints a two (2) person sub-committee to receive a detailed presentation of the audit results prior to submission to the full Board. Staff is recommending the establishment of an ad hoc Audit Review Committee with the Chair and Vice-Chair as permanent members.

The Audit Review Committee would convene at least once to receive an oral and written presentation of audit reports by Richardson & Company staff. The audit reports would then be included in the regular December Board meeting agenda packet as a Consent Item for consideration by the full Board.

Audit Review Committee responsibilities include:

1. Review of fiscal and compliance audits
2. One (1) meeting to receive a presentation of agency fiscal and compliance reports from the independent auditors (this meeting may be held remotely)

FISCAL IMPACT

None

AGENDA ITEM 2 C
Action Item

MEMORANDUM

DATE: September 5, 2024

TO: El Dorado County Transit Authority

FROM: Erik Bergren, Planning and Marketing Manager

SUBJECT: Placerville Station Capital Improvement Plan Project

REQUESTED ACTION:

BY MOTION,

Adopt Capital Improvement Plan Project 25-04 for Placerville Station Improvements

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) partners with the City of Placerville in the operation and maintenance of Placerville Station. Placerville Station is a key hub of El Dorado Transit routes and is currently in poor shape and does not accurately represent El Dorado Transit or the City of Placerville.

DISCUSSION

The Placerville Station Transfer Center is a key hub for El Dorado Transit routes. Three local routes (20, 50X & 60) utilize Placerville Station as well as the Sacramento/South Lake Tahoe Connecting Bus. For passengers traveling to Tahoe with Capitol Corridor and Amtrak, Placerville Station might be their only impression of the city of Placerville.

The restrooms at Placerville Station experience heavy usage from not only Transit riders, but also from locals including transients and users of the nearby El Dorado Trail. This, in conjunction with a worn and older building, has left Placerville Station in poor shape.

The City of Placerville is planning maintenance improvements which consist of:

- Replacing roof
- Power washing facility
- Drywall repair
- Exterior painting
- New restroom amenities

If approved, Project 25-04 (Attachment A) would allow El Dorado Transit to share 50% of the maintenance improvement costs for Placerville Station with the City of Placerville. The

Placerville City Council previously approved the budget for the City’s portion of the project. Staff recommends that the Board adopt the attached CIP Project 25-04 for Placerville Station maintenance improvement costs using Transportation Development Act (TDA) funding.

FISCAL IMPACT

| <i>COST SUMMARY (ESTIMATE)</i> | <u>Proposed Budget</u> |
|----------------------------------|----------------------------|
| Placerville Station Improvements | \$50,000 |
| Contingency 10% | <u>\$ 5,000</u> |
| <i>Total Project Cost</i> | <u>\$55,000</u> |

FUNDING SOURCE

| | |
|--------------------------------------|-----------------|
| Transportation Development Act (TDA) | <u>\$55,000</u> |
| <i>Total Revenue</i> | <u>\$55,000</u> |

Placerville Station Upgrades

Project No. 25-04

The Placerville Station Transfer Center is a key hub for El Dorado Transit routes. Three local routes (20, 50X & 60) utilize Placerville Station as well as the Sacramento/South Lake Tahoe Connecting Bus. For passengers traveling to Tahoe with Capitol Corridor and Amtrak, Placerville Station might be their only impression of the city of Placerville.

The restrooms at Placerville Station experience heavy usage from not only Transit riders, but also from locals, including transients and users of the nearby El Dorado Trail. This, in conjunction with a worn and older building, has left Placerville Station in poor shape.

The city of Placerville is planning maintenance improvements which consist of:

- Replacing roof
- Power washing facility
- Drywall repair
- Exterior painting
- New restroom amenities

El Dorado Transit is a constant user of the Placerville Station and partners with the city of Placerville in the utilization of the facility. As such, the city has asked El Dorado Transit to share 50% of the maintenance improvement costs estimated at \$100,000.

COST SUMMARY (ESTIMATE)

| | Proposed <u>Budget</u> |
|----------------------------------|---------------------------|
| Placerville Station Improvements | \$50,000 |
| Contingency 10% | <u>\$ 5,000</u> |
| <i>Total Project Cost</i> | \$55,000 |

FUNDING SOURCE

| | |
|--------------------------------------|------------------|
| Transportation Development Act (TDA) | <u>\$ 55,000</u> |
| <i>Total Revenue</i> | \$ 55,000 |

AGENDA ITEM 2 D
Action Item

MEMORANDUM

DATE: September 5, 2024

TO: El Dorado County Transit Authority

FROM: Erik Bergren, Planning and Marketing Manager

SUBJECT: Maintenance Facility Swamp Cooler Replacement Purchase Order and Contract

REQUESTED ACTION:
BY MOTION,

1. Award contract for the performance of Maintenance Facility Swamp Cooler Replacement per RFP # 20-04
2. Approve Purchase Order No. 30182
3. Authorize the Executive Director to enter a Contract with Sub Zero HVAC Services pending legal review
4. Authorize the Executive Director to approve change orders up to the CIP budget amount

BACKGROUND

In 2001, two (2) industrial swamp coolers were installed on the exterior of the maintenance facility at the El Dorado County Transit Authority (El Dorado Transit) to provide environmental control for maintenance staff performing maintenance in the three (3) bays. Over time, these large units have aged and require extensive maintenance. They no longer provide the necessary cooling needed for personnel.

The replacement of the swamp coolers in the maintenance facility is included in the El Dorado Transit Capital Improvement Plan (CIP) as project No. 20-04. El Dorado Transit published a Request for Quotations (RFQ) for the Maintenance Facility Swamp Cooler Replacement in mid-July. This project will remove the existing units, patch the metal siding, replace or rehabilitate the racking, install new swap coolers, and install new ducting inside the building.

DISCUSSION

In response to the RFQ, Transit received three quotations from interested contractors: Acco Engineered Systems, Inc, Ski Air, and Sub Zero HVAC Services. Transit staff and the project consultant Feild & Associates reviewed the three quotations on August 26, 2024. Sub Zero was the lowest responsible bidder at \$26,198.

Staff recommends that the Board award the contract for the performance of Maintenance Facility Swamp Cooler Replacement per RFP # 20-04 to Sub Zero HVAC Services, approve Purchase Order 30182, authorize the Executive Director to enter into a Contract with Sub Zero HVAC Services with the form and content of the contract being subject to review and approval by the El Dorado Transit Legal Counsel, and authorize the Executive Director to approve change orders up to the CIP budget amount of \$70,325.

FISCAL IMPACT

COST SUMMARY (ESTIMATE)

| | <u>Proposed Budget</u> |
|-------------------------------------------------------|----------------------------|
| Maintenance Facility Swamp Cooler Replacement Project | <u>\$26,198</u> |
| <i>Total Cost</i> | <u>\$26,198</u> |

FUNDING SOURCES

| | |
|--------------------------------------|-----------------|
| Transportation Development Act (TDA) | <u>\$26,198</u> |
| <i>Total Revenue</i> | <u>\$26,198</u> |

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

PURCHASE ORDER NO. 30182

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

DATE: 8/28/24

ACCOUNT: 9910.11

CLASS: 125

TO:

SUB ZERO HVAC SERVICES
2507 ELKHORN BLVD.
RIO LINDA, CA.
95673

SHIP & INVOICE TO:

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

Contact: JOEL JOHNSTONE

Vendor Phone No: 916-521-2402

Fax No:

| | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------------------------------------------------------------------------------|--------------|---------------------|
| PROMISED DELIVERY DATE | | TERMS: NET 30 | | |
| | | F.O.B. DESTINATION | | |
| QTY | UNIT | DESCRIPTION | UNIT PRICE | EXTENDED TOTAL |
| | | MAINTENANCE FACILITY SWAMP COOLER REPLACEMENT PROJECT PER CIP PROJECT NO. 20-04. | | \$26,198.00 |
| I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority. PURCHASING AGENT | | | SUBTOTAL | \$26,198.00 |
| | | | SHIPPING | |
| | | | SALES TAX | |
| | | | TOTAL | NTE: \$26,198.00 |

PLEASE NOTE CONDITIONS ON REVERSE SIDE

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

Circle Distributing: Vendor - Accounting - Requestor - Purchasing



EL DORADO COUNTY TRANSIT AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

with

SUB ZERO HVAC SERVICES

for

MAINTENANCE FACILITY SWAMP COOLER REPLACEMENT

THIS AGREEMENT, made and entered into this ____ day of September 2024, by and between El Dorado County Transit Authority, hereinafter referred to as "EL DORADO TRANSIT," and SUB ZERO HVAC SERVICES, hereinafter referred to as "CONSULTANT".

WITNESSETH

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

SECTION 1 - ORGANIZATION AND CONTENTS

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

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

EXHIBIT A Proposal from CONSULTANT for Swamp Cooler Replacement

SECTION 2 - SCOPE OF CONSULTING SERVICES - BASIC; SCHEDULE

CONSULTANT agrees to perform all work described in Exhibit "A" 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 Twenty six thousand one hundred and ninety eight dollars **(\$26,198.00)** maximum amount.

CONSULTANT shall submit a bill each month upon successful completion of the monthly services outlined in said Exhibit A attached hereto. Payment shall be made by EL DORADO TRANSIT within thirty (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 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 – ADDITIONAL WORK

In the event non-covered services on an hourly basis as set forth in Exhibit A are required, CONSULTANT shall submit a work order to EL DORADO TRANSIT listing the scope and cost of such services. CONSULTANT may proceed to complete such additional work upon receipt of written approval by EL DORADO TRANSIT. The costs for such additional work shall be submitted with the monthly bill and shall include a detailed explanation of the work performed, the individual completing the work, the date the work was performed and the hours spent in completing the work.

SECTION 8 - COMPLIANCE WITH LAWS, RULES, REGULATIONS

All services performed by CONSULTANT pursuant to this Agreement shall be performed in accordance and full compliance with professional standards regarding the interpretation of all applicable and non-conflicting Federal, State or City statutes as amended, 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

In relation to the project/work described 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; and
- 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 Fiscal Year ending June 30, 2025.

SECTION 13 - TERMINATION FOR CONVENIENCE OF EL DORADO TRANSIT

EL DORADO TRANSIT may terminate this Agreement without cause at any time, including, but not limited to, during the initial five-year term of the agreement, by giving notice to CONSULTANT of such termination and specifying the effective date thereof, which must be at least sixty (60) days before the effective date of such termination. If the Agreement is terminated by EL DORADO TRANSIT, CONSULTANT shall be paid the agreed upon monthly cost of services up until the effective date of termination.

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 its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather. In the event the failure to perform is caused by the default of a subcontractor, CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time and within budgeted resources to permit CONSULTANT to meet the required delivery schedule or other performance requirements.

D. Should the Agreement be terminated as provided in Paragraph "A" above, CONSULTANT shall provide EL DORADO TRANSIT with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by CONSULTANT pursuant to this Agreement. Upon termination as provided in Paragraph "A" above, CONSULTANT shall be paid the value of the work performed, as 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. No member of, or delegate to, the Congress of the United States of America nor any Resident Commissioner shall be admitted to any share or part hereof or to any benefits to arise here from.
- B. CONSULTANT hereby covenants that he or she has, at the time of the execution of this Agreement, no interest, and that he or she shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

SECTION 16 - SUBCONTRACTING

- A. CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior written approval of EL DORADO TRANSIT.
- B. In no event shall CONSULTANT subcontract for work in excess of the amounts shown in Exhibit "A".
- 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, gender expression or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 20 - DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

B. 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 U.S. Department of Transportation 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.”

C. Articles, reports, or works reporting on the work provided for herein, or on portions thereof, which are published by CONSULTANT shall contain in the inside cover page:

SECTION 23 - INDEMNIFICATION

To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and hold the EL DORADO TRANSIT, its officers, agents, and employees, harmless against and from any 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 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 hold EL DORADO TRANSIT harmless includes the duties to defend set forth in California Civil Code Section 2778.

SECTION 24 – COMPLIANCE HEALTH AND SAFETY REGULATIONS

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

SECTION 25 – INSURANCE

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

- A. Full Workers' Compensation and Employer's Liability Insurance covering all employees of CONSULTANT as required by law in the State of California. If CONSULTANT does not have any employees, CONSULTANT is not required to maintain Worker's Compensation Insurance.
- B. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage

- C. Automobile Liability Insurance of not less than Five Hundred Thousand (\$500,000) is required in the event motor vehicles are used by the CONSULTANT in performance of the Agreement.
- D. Proof of coverage satisfactory to EL DORADO TRANSIT as evidence that the insurance required herein is being maintained shall be provided. The insurance will be issued by an insurance company acceptable to EL DORADO TRANSIT, or be provided through partial or total self-insurance likewise acceptable to EL DORADO TRANSIT.
- E. The certificate of insurance must include the following provisions stating that:
 - 1) 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 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 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 makes such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment to CONSULTANT. Such materials shall be available for inspection by authorized representatives of EL DORADO TRANSIT, or the copies thereof shall be furnished if requested. The U.S. Department of Transportation, Caltrans, the Comptroller General of the United States, or any authorized representatives of these agencies, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and/or transcriptions.

SECTION 28 - NOTICES

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

- | | |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------|
| A. To EL DORADO TRANSIT: | Brian James, Executive Director El Dorado County Transit Authority 6565 Commerce Way Diamond Springs, CA 95619 |
| B. To CONSULTANT: | Joel Johnstone Sub Zero HVAC Services 2507 Elkhorn Blvd. Rio Linda, CA 95673 916-521-2402 |

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.

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

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

EL DORADO TRANSIT:

CONSULTANT:

By _____
Brian James, Executive Director

By _____
Joel Johnstone, Owner

APPROVED AS TO FORM:

Michael Tucker
Attorney for El Dorado County Transit Authority

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

| | |
|--------------------------------------------|----|
| | 14 |
| Sub Zero HVAC Services | |
| Professional Services Agreement 2024-09-05 | 78 |



EL DORADO TRANSIT BUS MAINTENANCE FACILITY SWAMP COOLER REPLACEMENT PROJECT

E-mail: subzerocooled@gmail.com

In response to the Request For Quotation (RFQ) dated July 12, 2024 from El Dorado Transit for the Swamp Cooler Replacement Project, and pursuant to the Project Scope and Specifications, following is our itemized Quotation for your review and consideration.

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | PRICE |
|------|----------|-----------------------------------------------|------------|--------------------|
| 1 | 2 | Demo Evaporative Cooler | \$1200.00 | \$2,400.00 |
| 2 | 2 | Demo attached duct and register | \$600.00 | \$1,200.00 |
| 3 | 2 | Refurbishment of unit stand including paint | \$750.00 | \$1,500.00 |
| 4 | 2 | Procure and install NEW duct and NEW diffuser | \$2,000.00 | \$4,000.00 |
| 5 | 2 | Procure/install NEW evap cooler of SAME model | \$7,500.00 | \$15,000.00 |
| 6 | 2 | electrical, plumbing and other connections | \$750.00 | \$1,500.00 |
| 7 | 1 | miscellaneous | \$598.00 | \$598.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | TOTAL PRICE | | \$26,198.00 |

Submitted by Owner or Authorized Agent:

Date _____

CSLB #

DIR #