



EL DORADO TRANSIT

6565 Commerce Way
Diamond Springs, CA 95619-9454

John R. Knight, Chair
El Dorado County
Board of Supervisors
Supervisorial District I

(530) 642-5383
Fax: (530) 622-BUSS
www.eldoradotransit.com

Ron Briggs
El Dorado County
Board of Supervisors
Supervisorial District IV



Dave Machado, Vice Chair
Placerville City
Council Member

Patty Borelli
Placerville City
Councilmember

Mindy Jackson
Executive Director

James R. "Jack" Sweeney
El Dorado County
Board of Supervisors
Supervisorial District III

LOCATION:

**El Dorado County
2850 Fairlane Court, Building C, Hearing Room
Placerville, CA 95667
Thursday, August 5, 2010**

1:00 p.m.

EL DORADO COUNTY TRANSIT AUTHORITY

REVISED AGENDA

Agenda Items 1G and 1H Submitted

Regular Meeting

Chair: John R. Knight, El Dorado County Supervisor
Vice Chair: Dave Machado, City of Placerville Councilmember
Directors: Patty Borelli, City of Placerville Councilmember
James R. (Jack) Sweeney, El Dorado County Supervisor
Ron Briggs, El Dorado County Supervisor

- Mark Acuna, Alternate for City Councilmembers
- Ray Nutting, Alternate for Board of Supervisors

Executive Director: Mindy Jackson

1:00 P.M. OPEN SESSION

CALL TO ORDER AND PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

ADOPTION OF AGENDA

PUBLIC COMMENT

At this time, any person may comment on any item that is not on the agenda. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORDS. Action will not be taken on any item that is not on the agenda. If it requires action, it will be referred to staff and/or placed on the next meeting 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. CONSENT CALENDAR

All items listed under the Consent Calendar are considered routine. They will be acted upon by the EDCTA at one time without discussion. Any EDCTA board member, staff member or interested citizen may request an item be removed from the Consent Calendar for discussion. The EDCTA may also add items from the Agenda to the Consent Calendar if they appear to be non-controversial.

- A. Approve Conformed Agenda/Minutes of June 3, 2010 4

- B.
 - 1. Adopt Resolution No. 10-12 Authorizing Executive Director to Enter into Agreement or Substantially Similar Agreement between El Dorado County Transit Authority and El Dorado County Human Services 9
 - 2. Authorize Executive Director to execute all Agreements

- C. Receive and File Quarterly Investment Report for 06/30/2010 25

- D. Approve Revised Purchase Order 16010 issued to California Transit Insurance Pool (CalTIP) in the amount of \$25,442. 27

- E. Approve Designation of Surplus Property as Per Itemized Property Inventory List 29

- F.
 - 1. Approve Purchase Orders 16157 issued to PC Sense in the amount of \$28,135.69; 16158 issued to ATV Video Center in the amount of \$9,127.89; and 16159 issued to CompuCom in the amount of \$5,264.21 31
 - 2. Authorize Executive Director to execute all documents to complete Capital Improvement Plan Project #11-05 within the approved total project amount of \$46,000

- G. Authorize the Executive Director to advertise for additional repair and maintenance work at the Ponderosa Park and Ride and to award the contract to the lowest responsible bidder, provided that the low bid is within the amount funded by CalTrans and the bid documents and the construction contract are approved by legal counsel. 36

- H. Authorize the Executive Director to advertise for the acquisition and installation of a steam cleaning unit with associated recovery system and covered roof and to award the contract to the lowest responsible bidder, provided that the amount of contract is with the amount approved in Capital Improvement Plan (Project No. 08-03) and the bid documents and contracts/purchase orders are approved by legal counsel. 39

2. ACTION ITEMS **PAGE**

****TIMED ITEM – 1:10 P.M. - PUBLIC HEARING****

- A. 1. Open Public Hearing to accept public testimony on proposed fare increases 42
- 2. Adopt Resolution No. 10-13 Stating the Fare Structure Effective September 6, 2010

2. ACTION ITEMS CONTINUED:

- B. 1. Adopt Resolution No. 10-10 approving a pre-fund amount and participation in the California Employer’s Retiree Benefit Trust Program (CERBT) **60**
- 2. Authorize Executive Director to execute all documents necessary for implementation

3. INFORMATION ITEMS

- A. 2010 El Dorado County Fair Shuttle **65**
- B. Central Transit Center 2010 Project of the Year Award **67**

EXECUTIVE DIRECTOR REPORT *

BOARD MEMBER COMMENTS

CLOSED SESSION

- A. Closed Personnel Session Pursuant to Government Code Section 54957.6 to Consider Labor Negotiations with the Transit Driver’s Bargaining Unit. The designated representatives for the Authority are Executive Director Mindy Jackson and EDCTA Legal Counsel William Wright.
- B. Closed Personnel Session Pursuant to Government Code Section 54957.6 Concerning Labor Negotiations with the Unrepresented Regular Employees of the El Dorado County Transit Authority. The designated representatives for the Authority are Executive Director Mindy Jackson and EDCTA Legal Counsel William Wright.
- C. Closed Personnel Session Pursuant to Government Code Section 54957.6 Concerning Labor Negotiations with the Unrepresented Regular Management Employees of the El Dorado County Transit Authority. The designated representatives for the Authority are Executive Director Mindy Jackson and EDCTA Legal Counsel William Wright.
- D. Closed Personnel Session Pursuant to Government Code Section 54957 to Consider the Appointment, Employment, and Evaluation of the Executive Director.

ADJOURNMENT

NEXT REGULARLY SCHEDULED MEETING

DIFFERENT TIME: 7:00 P.M.

Thursday, October 7, 2010,
El Dorado County
2850 Fairlane Court, Building C Hearing Room
Placerville, CA 95667

The El Dorado County Government Center is accessible to the disabled. In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability related modification or accommodation to participate in this meeting, please contact EDCTA 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



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**El Dorado County
2850 Fairlane Court, Building C, Hearing Room
Placerville, CA 95667
Thursday, June 3, 2010**

EL DORADO COUNTY TRANSIT AUTHORITY CONFORMED AGENDA/MINUTES Regular Meeting

Chair: John R. Knight, El Dorado County Supervisor
Vice Chair: Dave Machado, City of Placerville Councilmember
Directors: Patty Borelli, City of Placerville Councilmember
James R. (Jack) Sweeney, El Dorado County Supervisor
Ron Briggs, El Dorado County Supervisor

- Pierre Rivas, Alternate for City Councilmembers
- Ray Nutting, Alternate for Board of Supervisors

Executive Director: Mindy Jackson

CALL TO ORDER AND PLEDGE OF ALLEGIANCE TO THE FLAG

The meeting was called to order by Chairman Knight at 1:04 p.m. and the Pledge of Allegiance was recited.

ROLL CALL

Directors present: John Knight, Patty Borelli, and Jack Sweeney

Directors absent: Dave Machado, Ron Briggs

ADOPTION OF AGENDA

The agenda was adopted by the following vote:

M/S: Borelli/Sweeney

Ayes: Borelli, Sweeney, Knight
Noes: None
Abstain: None
Absent: Machado, Briggs

CEREMONIAL ITEMS

- A. Presentation to Retiring Transit Driver Carole Gatchet in Appreciation of Dedicated Service *

Director Knight presented retiring Transit Driver Carole Gatchet with certificate of appreciation.

PUBLIC COMMENT

There was no public comment.

1. CONSENT CALENDAR

- A. Approve Conformed Agenda/Minutes of May 6, 2010
- B. Approve Designation of Surplus Property as Per Itemized Property Inventory List
- C. Adopt El Dorado County Transit Authority Policy on a Return-To-Work Program
- D. 1. Approve Capital Improvement Plan for Fiscal Year 2010/11
2. Approve Capital Budget for Fiscal Year 2010/11
- E. 1. Approve Addendum No. 1 to the contract between El Dorado County Transit Authority (El Dorado Transit) and ALTA California Regional Center (ACRC) increasing the compensation rate for transporting ACRC clients
2. Authorize the Executive Director to execute all documents necessary to implement Addendum No. 1
- F. 1. Adopt Updated Section 125 Cafeteria Plan
2. Adopt Resolution No. 10-11 designating the maximum annual amount allowed to be designated for unreimbursed medical at \$3,000 per eligible employee and the pre-funding methodology
3. Authorize Executive Director to execute all tasks necessary to implement the Section 125 Cafeteria Plan

Director Borelli pulled Consent Calendar Item. 1.B. for further discussion.

ACTION: Consent Calendar 1.A., 1.C., 1.D., 1.E., and 1.F. were approved by the following vote:

M/S: Sweeney/Borelli
Ayes: Sweeney, Borelli, Knight
Noes: None
Abstain: None
Absent: Machado, Briggs

Pulled 1.B. Approve Designation of Surplus Property as Per Itemized Property Inventory List

There was discussion on the appeal the trolley has in the local community. Ruth Tausta of Diamond Springs/El Dorado addressed the Board, and said she agreed with Director Borelli.

ACTION:

1. Approve designation of surplus property as per itemized property inventory list including the trolley.
2. Keep the trolley out of auction.
3. Bring back for discussion any foundations that may be interested in a donated trolley.

M/S: Sweeney/Knight
Ayes: Sweeney, Knight, Borelli
Noes: None
Abstain: None
Absent: Machado, Briggs

2. ACTION ITEMS

A. Approve Final Operating Budget for Fiscal Year 2010/11

ACTION: Approve Final Operating Budget for Fiscal Year 2010/11

M/S: Sweeney/Borelli
Ayes: Sweeney, Borelli, Knight
Noes: None
Abstain: None
Absent: Machado, Briggs

- B.
1. Receive and File GASB 45 Actuarial Valuation for Fiscal Year 2009/10 regarding Other Post Employment Benefits (OPEB)
 2. Adopt Resolution No. 10-10 approving a pre-fund amount and participation in the California Employer's Retiree

- Benefit Trust Program (CERBT)
3. Authorize Executive Director to execute all documents necessary for implementation

Catherine MacLeod of Bickmore Risk Services and Consulting addressed the Board and reviewed the results of the actuarial valuation of other post-employment benefit programs prepared for El Dorado County Transit Authority.

There was discussion on the GASB 45 and prefunding the unrepresented CalPERS retiree medical coverage.

Mr. Mike Ocenosak, CPA addressed the board and said the liability exists if it is pre-funded or not and GASB 45 was intended so there would be comparability between agencies, comparable financial statements with common standard.

ACTION:

1. **Review and file GASB 45 Actuarial Valuation for Fiscal Year 2009/10 regarding Other Post Employment Benefits (OPEB)**
2. **Continue Agenda Items 2.B.2. and 2.B.3. with more information at next board meeting.**

M/S: Sweeney/Knight
Ayes: Sweeney, Knight, Borelli
Noes: None
Abstain: None
Absent: Machado, Briggs

3. **INFORMATION ITEMS**

- A. 2010 El Dorado County Fair Shuttle *

Information only; no action taken.

- B. Disposition of Citizen Participation Process Comments

Information only; no action taken.

- C. Grizzly Flat Flex Route

Mr. Bernard Upton of Placerville addressed the board and expressed the need to continue a bus route to Grizzly Flat.

Recommendation was made by the board to:

Increase one-way fares to \$10.00 general and \$5.00 for senior and disabled passengers, monitor the route, and bring back to the board if any further changes are recommended.

EXECUTIVE DIRECTOR REPORT *

Information only; no action taken.

BOARD MEMBER COMMENTS

The scheduled July 1, 2010 Board of Directors meeting was cancelled.

ADJOURNMENT

Chairman Knight adjourned the meeting at 2:30 p.m. The next regularly scheduled meeting is Thursday, August 5, 2010 at 1:00 p.m.

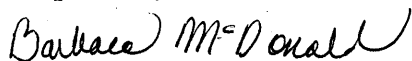
CLOSED SESSION

- A. Closed Personnel Session Pursuant to Government Code Section 54957.6 to Consider Labor Negotiations with the Transit Driver's Bargaining Unit. The designated representatives for the Authority are Executive Director Mindy Jackson and EDCTA Legal Counsel William Wright.
- B. Closed Personnel Session Pursuant to Government Code Section 54957 to Consider the Appointment, Employment, and Evaluation of the Executive Director.

Closed sessions were cancelled.

* Verbal Report


Respectfully submitted,



Barbara McDonald
Secretary to the Board

AGENDA ITEM 1B
Consent Item

MEMORANDUM

DATE: August 5, 2010
TO: El Dorado County Transit Authority
FROM: Mindy Jackson, Executive Director 
SUBJECT: Agreement with El Dorado County Human Services

REQUESTED ACTION:
BY MOTION,

1. **Adopt Resolution No. 10-12 Authorizing Executive Director to Enter into Agreement or Substantially Similar Agreement between El Dorado County Transit Authority and El Dorado County Human Services**
2. **Authorize Executive Director to execute all Agreements**

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) provides "as requested" bus transportation services for clients of the Department of Human Services on the Western Slope of El Dorado County under agreement with the County of El Dorado. El Dorado Transit provides the Department of Human Services with bus passes and scrip at the beginning of each month.

DISCUSSION

Passes and/or scrip are issued to clients for transportation on an "as needed" basis as approved by the Department of Human Services staff.

The passes and/or scrip are sold to El Dorado County departments as per El Dorado Transit Board of Directors approved fares. Resolution No. 10-12 provides the Executive Director authority to execute agreements or substantially similar agreements with El Dorado County Human Services.

Agreement for Services No. 082-S1110 between El Dorado Transit and El Dorado County Human Services is included with Resolution No. 10-12.

FISCAL IMPACT

Pass/Scrip Revenue \$26,514.75

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 10-12**

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE EL DORADO COUNTY TRANSIT AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE
AGREEMENTS WITH EL DORADO COUNTY
DEPARTMENT OF HUMAN SERVICES**

WHEREAS, the County of El Dorado has determined that it is necessary to obtain a Contractor to provide “as requested” bus transportation services for clients of the Department of Human Services on the Western Slope of El Dorado County; and

WHEREAS, El Dorado County Transit Authority, a public agency, is duly qualified to provide transportation and conduct business in the State of California; and

WHEREAS, the passes and/or scrip are sold to El Dorado County departments per El Dorado County Transit Authority Board of Directors approved fares; and

NOW, THEREFORE, BE IT RESOLVED, that the Executive Director or the designated representative shall be authorized to execute agreements or substantially similar agreements with El Dorado County Department of Human Services.

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 August 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John R. Knight, Chair

ATTEST:

Barbara McDonald, Secretary to the Board

ORIGINAL

AGREEMENT FOR SERVICES #082-S1110

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and El Dorado County Transit Authority, a public agency, duly qualified to conduct business in the State of California, whose principal place of business is 6565 Commerce Way, Diamond Springs, CA 95619; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide "as requested" bus transportation services for clients of the Department of Human Services on the Western Slope of El Dorado County; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor shall furnish personnel, equipment and services necessary to provide "as requested" bus transportation for Department of Human Services ("DHS") clients on the Western Slope of El Dorado County. Contractor shall provide DHS with bus passes and/or scrip at the beginning of each month. The number of passes/scrip to be issued will be determined on a month-to-month basis as mutually agreed between Human Services staff and Contractor. Passes and/or scrip are issued to clients for their transportation requirements on an "as needed" basis as approved by DHS staff.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties and shall cover the period of September 1, 2010 through August 31, 2011.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. Contractor shall submit monthly invoices no later than fifteen (15) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with "Scope of Services."

Scrip is used for those clients who need transportation services for a limited number of trips or where the cost of a monthly pass is greater than the cost of scrip for the period of time needed. DHS will issue that client enough scrip to cover their specific need rather than a monthly pass. Passes and/or scrip are provided to clients for their transportation requirements on an "as needed" basis.

Contractor shall submit only original invoices. Photocopied invoices shall only be accepted upon pre-approval of the Director, Assistant Director or Chief Financial Officer. Faxed invoices shall not be accepted. Passes/books that have been purchased but not issued to clients shall be returned to Contractor monthly in exchange for current passes. For the purpose of this Agreement, the billing rate(s) shall be as follows:

Item	Cost
Senior/Disabled Monthly Pass	\$30.00
Student (K-12) Monthly Pass	\$30.00
General Public Monthly Pass	\$60.00
EDT Scrip Book (forty \$.75 coupons)	\$30.00
Sacramento Commuter Scrip Book (twenty \$5 coupons)	\$100.00
Sacramento Commuter Pass	\$180.00
Combination Sacramento RT/EDT	\$210.00
Scrip Book (thirty-six \$.50 coupons)	\$18.00
Iron Point/Sac-Med Scrip Book (twenty \$2.50 coupons)	\$50.00
Iron Point Monthly Pass	\$90.00
Combination Iron Point /Sacramento RT Monthly Pass	\$130.00

Note: For multi-coupon scrip books, the monthly billing invoices will reflect only those coupons issued by County to clients.

Future provisions for fare restructuring shall be automatically implemented into the Agreement, with at least thirty (30) days notice to County prior to implementation of restructured fares.

The total amount of this Agreement shall not exceed \$58,505.00 for the stated term.

ARTICLE IV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE V

Compliance with All Federal, State and Local Laws and Regulations: Contractor shall comply with all Federal, State and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42 USC 12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from the County Department of Human Services.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety and health and sanitation regulations. Such laws shall include, but not be limited to, the Copeland "Anti-Kickback" Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado, and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

ARTICLE VI

Access to Records: The Contractor shall provide access to the Federal, State or local County agency, the Controller General of the United States, or any of their duly authorized Federal, State or local representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts and transcriptions.

ARTICLE VII

Confidentiality and Information Security Provisions: Contractor shall comply with applicable laws and regulations, including but not limited to The Code of Federal Regulations, Title CFR45, parts 160-164, regarding the confidentiality and security of personal identifiable information (PII).

Personal Identifiable Information (PII) means any information that identifies, relates to, describes, or is capable of being associated with a particular individual, including, but not limited to, his or her name, signature, social security number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

A. Permitted Uses and Disclosures of PII by Contractor.

- (1) **Permitted Uses and Disclosures.** Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.
- (2) **Specific Uses and Disclosures provisions.** Except as otherwise indicated in the Agreement, Contractor shall:
 - (a) Use and disclose PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
 - (b) Take all reasonable steps to destroy, or arrange for the destruction of a customer's records within its custody or control containing personal information which is no longer to be retained by Contractor by (1) shredding, (2) erasing or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

B. Responsibilities of Contractor.

- (1) Contractor agrees to safeguards:
 - (a) To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
 - (b) Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
 - (c) Contractor shall implement appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
- (2) Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - (a) Network based firewall and/or personal firewall; and
 - (b) Continuously updated anti-virus software; and
 - (c) Patch-management process including installation of all operating system/software vendor security patches.
- (3) Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors in violation of the requirements of this Agreement.
- (4) Agents and Subcontractors of Contractor. To ensure that any agent, including a subcontractor to which Contractor provides PII received from County, or created or received by Contractor, for the purposes of this Agreement shall comply with the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (5) Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII and/or data, where the information and/or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5852. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.

ARTICLE VIII

Nondiscrimination: Assurance of compliance with the El Dorado County Department of Human Services nondiscrimination in State and Federally assisted programs requirements as follows:

Contractor hereby agrees that they will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age

Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable Federal and State laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84 and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal or State financial assistance; and hereby give assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal and State assistance; and the Contractor hereby gives assurance that administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

Contractor and County Representative shall, with oversight from the County's Civil Rights Coordinator, develop and implement a plan to allow County to monitor Contractor's non-discrimination and civil rights policies and procedures, as required by the CDSS. Monitoring shall include, but is not limited to: accommodation of individuals with hearing impairments, visual impairments and other disabilities; appropriate language services, including bilingual interpreters available to provide services and how written information is effectively communicated to individuals requiring accommodations; procedures for informing participants and potential participants of their civil rights, adequate Contractor staff training in the civil rights and cultural awareness requirements of Division 21; and procedures on informing participants or potential participants of their civil rights.

By accepting this assurance, the Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations, and permit authorized CDSS and/or Federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate Federal agency for further compliance action and enforcement of this assurance.

This assurance is binding on the Contractor directly or through contract, license, or other provider services, as long as it receives Federal or State assistance.

ARTICLE IX

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE X

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE XI

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of

cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIV

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such

Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XV

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XVI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
DEPARTMENT OF HUMAN SERVICES
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: DEANN OSBORN, STAFF SERVICES ANALYST II

or to such other location as the County directs with a copy to:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT

Notices to Contractor shall be addressed as follows:

EL DORADO COUNTY TRANSIT AUTHORITY
6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619
ATTN: MINDY JACKSON, EXECUTIVE DIRECTOR

or to such other location as the Contractor directs:

ARTICLE XVII

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or

damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVIII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance shall be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor 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 the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 1. The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 2. The County of El Dorado, 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 and professional liability insurance policies.
- I. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its

officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to and approved by County. Either:
 - 1. Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or
 - 2. Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor 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.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of County.

ARTICLE XIX

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XX

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXI

Lobbying Certification: The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- 1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress,

or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than 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 an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>.

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

ARTICLE XXII

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXIII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXIV

Administrator: The County Officer or employee with responsibility for administering this Agreement is DeAnn Osborn, Staff Services Analyst II, or successor.

ARTICLE XXV

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXVI

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

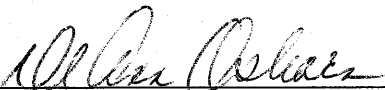
ARTICLE XXVII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XXVIII

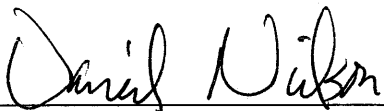
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: 
DeAnn Osborn, Staff Services Analyst II
Department of Human Services

Dated: June 16, 2010

Requesting Department Head Concurrence:

By: 
Daniel Nielson, M.P.A., Director
Department of Human Services

Dated: 6-16-2010

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/

IN WITNESS WHEREOF, the parties hereto have executed this Agreement #082-S1110 on the dates indicated below.

- - COUNTY OF EL DORADO - -

By: _____
Gayle Erbe-Hamlin, Purchasing Agent

Dated: _____

-- CONTRACTOR --

EL DORADO COUNTY TRANSIT AUTHORITY
A PUBLIC AGENCY

By: _____
Mindy Jackson, Executive Director
"Contractor"

Dated: _____

AGENDA ITEM 1C
Consent Item

MEMORANDUM

DATE: August 5, 2010
TO: El Dorado County Transit Authority
FROM: Julie Petersen, Fiscal Administration Manager
SUBJECT: Quarterly Investment Report

REQUESTED ACTION:
BY MOTION,

Receive and file Quarterly Investment Report for Quarter
Ending 06/30/2010

BACKGROUND

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

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

DISCUSSION

Interest earnings for the second calendar quarter equal \$3,655.56, to-date total interest earned for fiscal year (FY) 2010/11 equals \$3,655.56; this reflects an amount of \$1,344.44 below budget projections. Investment report for quarter ending 06/30/10 is submitted for review and acceptance.

FISCAL IMPACT

Account 4970.00-Interest Income will be adjusted during the Mid-Year Budget Adjustment process to reflect a revised estimated interest income amount.

EL DORADO COUNTY TRANSIT AUTHORITY

QUARTERLY INVESTMENT REPORT

PERIOD 04/01/2010 – 06/30/2010

LOCAL AGENCY INVESTMENT FUND (L A I F)

Account Summary

03/31/2010	Balance Forward	\$ 1,165,018.68
	Total Transfers to General Checking Account	\$ -000,000.00
	Total Transfers from General Checking Account	\$ 000,000.00
	Interest Earned @ 0.56%	\$ <u>1,615.15</u>
06/30/2010	Ending Balance 2nd Qtr, 2010	\$ 1,166,633.83

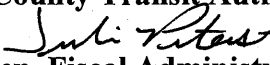
UMPQUA BANK (Money Market Account)

Account Summary

03/31/2010	Balance Forward	\$ 1,998,863.78
	Total Transfers to General Checking Account	\$-1,300,000.00
	Total Transfer from General Checking Account	\$ 700,000.00
	Interest Earned @ 0.65%	\$ <u>2,040.41</u>
06/30/2010	Ending Balance 2nd Qtr, 2010	\$ 1,400,904.19

AGENDA ITEM 1 D
Consent Item

MEMORANDUM

DATE: August 5, 2010
TO: El Dorado County Transit Authority
FROM: 
Julie Petersen, Fiscal Administration Manager
SUBJECT: Revise Purchase Order for Fiscal Year 2009/10

REQUESTED ACTION:
BY MOTION,

Approve Revised Purchase Order 16010 issued to California Transit Insurance Pool (CalTIP) in the amount of \$25,442.

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) Purchasing Procedures and the Joint Powers Agreement establishing El Dorado Transit require Board Approval for Purchase Orders over \$25,000 and Purchase Requisitions over \$5,000. The Executive Director certifies that these purchases have been processed within approved Purchasing Procedures.

DISCUSSION

On May 6, 2010 the Board approved purchase order number 16010 for the CalTIP for the Physical Damage insurance premiums for fiscal year (FY) 2010/11. This purchase order included estimates for insurance premiums as actual premiums were not available. On July 2, 2010 El Dorado Transit received final premium invoicing from CalTIP for the Physical Damage portion of coverage which was above the purchase order estimate of \$24,632. This increase is due to changes in the fleet including the acquisition of the nine (9) MCI Motor Coach buses and five (5) Glaval buses and surplus designation of vehicles.

Service & Supply Accounts

Purchase Order # 16010 - CalTIP
5060.02 Insurances Premium/Physical Damage ~~\$24,632.~~ \$25,442.

FISCAL IMPACT

Increases to this purchase orders will require a budget adjustment during the Mid-Year Budget Adjustment process.

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

REVISED 08/05/10

PURCHASE ORDER NO. 16010

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

DATE: 07/01/10

ACCOUNT: 1300

CLASS: 125

TO: CalTIP
 1415 " L " STREET, SUITE 200
 SACRAMENTO, CA 95814

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

Contact:

Vendor Phone No: (916) 446-4656

Fax No: (916) 446-4318

PROMISED DELIVERY DATE		TERMS: NET DUE		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		PHYSICAL DAMAGE PROGRAM ANNUAL RENEWAL FOR FISCAL YEAR 07/01/10 THROUGH 06/30/11		\$25,442.00
		COVERAGE PERIOD 05/01/10 THROUGH 04/30/11		
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority.			SUBTOTAL	\$25,442.00
			SHIPPING	
			SALES TAX	
			TOTAL	\$25,442.00
PURCHASING AGENT				

PLEASE NOTE CONDITIONS ON REVERSE SIDE

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

Circle Distributing: Vendor - Accounting - Requestor - Purchasing

AGENDA ITEM 1 E
Consent Item

MEMORANDUM

DATE: August 5, 2010
TO: El Dorado County Transit Authority
FROM: Julie Petersen, Fiscal Administration Manager
SUBJECT: Surplus Property Designation

REQUESTED ACTION:
BY MOTION,

**Approve Designation of Surplus Property as Per Itemized
Property Inventory List**

BACKGROUND

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

DISCUSSION

The Executive Director has determined that El Dorado Transit owns personal property that is no longer required for public use. The property listed on the itemized surplus inventory list has a zero value on the depreciation schedule for the actual vehicle however; a retrofit emissions device was installed later have minimal value as outlined on the surplus list.

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

FISCAL IMPACT

If the surplus inventory list is approved as requested, the following actions will be taken; an accelerated loss of \$6,461 will be posted to the depreciation schedule and the asset account will be reduced by the total cost of the vehicle from the surplus inventory list.

EL DORADO COUNTY TRANSIT AUTHORITY
ITEMIZED SURPLUS PROPERTY INVENTORY
August 5, 2010

<u>Quantity</u>	<u>Description</u>	<u>EDCTA Inventory Number</u>
1	1995 Bluebird Q-Bus VIN #: 1BAGKB7AXSF064543 Miles: 557,842 License #: 019806	9504*

* Vehicle 9504 is fully depreciated from the asset schedule however; in 2004 this vehicle was equipped with a retrofit emissions device. This device holds a current value of \$6,461.

AGENDA ITEM 1 F
Consent Item

MEMORANDUM

DATE: August 5, 2010
TO: El Dorado County Transit Authority
FROM: Julie Petersen, Fiscal Administration Manager
SUBJECT: Capital Improvement Plan Project #11-05, Systemwide Microsoft Windows 7 Upgrade

REQUESTED ACTION:
BY MOTION,

1. Approve Purchase Orders 16157 issued to PC Sense in the amount of \$28,135.69; 16158 issued to ATV Video Center in the amount of \$9,127.89 and; 16159 issued to CompuCom in the amount of \$5,264.21.
2. Authorize Executive Director to execute all documents to complete Capital Improvement Plan Project #11-05 within the approved total project amount of \$46,000.

BACKGROUND

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

The Executive Director certifies that these purchases are processed within approved Purchasing Procedures and included in the approved capital budget for fiscal year (FY) 2010/11.

In 2005, El Dorado Transit completed a project to network computer stations in the administration and maintenance buildings. Prior to this, most computers were stand alone. The system installed was designed on a five year replacement schedule for additional upgrades.

On June 3, 2010, per the Bylaws of the El Dorado County Transit Authority the Board approved the Capital Improvement Plan (CIP) and budget for FY 2010/11. Project number 11-05 is a Systemwide Microsoft Windows 7 Upgrade for the agency.

DISCUSSION

The current operating system is Microsoft Windows 2002. El Dorado Transit is experiencing compatibility problems when working with outside agencies. A software upgrade required hardware replacement.

To receive cost effective pricing, the projection system used for training and presentation purposes is included. The current system was purchased prior to 1999.

The final component of the upgrade includes the replacement of an emergency battery back-up system for the computer and telephone systems. The original system was installed with the 2005 system upgrade. Unfortunately this failed the first week of June 2010. El Dorado Transit authorized the replacement of this unit therefore; costs are included below.

FISCAL IMPACT

Capital Budget

	<u>Expenses</u>	<u>Approved Budget</u>
Revenue		
State Transit Assistance (STA)		\$46,000.00
Expense		
PC Sense (hardware)	\$ 28,135.69	
ATV Video Center (projection equipment)	\$ 9,127.89	
CompuCom (software)	\$ 5,264.21	
PC Sense (battery back-up)	\$ 2,616.71	
Project contingency remaining	<u>\$ 855.50</u>	
Total Project Cost	\$ 46,000.00	

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

PURCHASE ORDER NO. 16157
 THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKING LISTS, PACKAGES, AND BILLS OF LADING.

DATE: 08/05/10
 ACCOUNT: 9910.13 CLASS: 125

TO: P.C. SENSE
 3330 CAMERON PARK DR. STE. 100
 CAMERON PARK, CA 95682

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

Contact: Bruce Raley
 Vendor Phone No: (530) 676-4677

Fax No:

PROMISED DELIVERY DATE		TERMS: NET 30		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
6		CIP PROJECT 11-05 SYSTEMWIDE MICROSOFT WINDOWS 7 UPGRADE		\$28,135.69
19		LENOVO THINKPAD T510 CORE I5-650 FOR MECHANICS AND TRAINING STATIONS		
		HARDWARE TO INCLUDE: HQ COPAQ ELITE 8100 SFF CORE STANDARD WORK STATIONS		
		TO FOLLOW PAYMENT SCHEDULE OF WEEK 1 EQUIPMENT ORDERED: 1/3 OF COST WEEK 3 IMAGE TESTING AND APPROVAL: 1/3 OF COST WEEK 6 FINAL PAYMENT OF 1/3 OF COST		
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority.			SUBTOTAL	\$28,135.69
			SHIPPING	
			SALES TAX	
			TOTAL	\$28,135.69
PURCHASING AGENT				

PLEASE NOTE CONDITIONS ON REVERSE SIDE

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

Circle Distributing: Vendor - Accounting - Requestor - Purchasing

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

PURCHASE ORDER NO. 16158

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

DATE: 08/05/10

ACCOUNT: 9910.13

CLASS: 125

TO: ATV VIDEO CENTER
 269 TECHNOLOGY WAY #5
 ROCKLIN, CA 95765

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

Contact: Mary Jane Power
 Vendor Phone No: (916) 632-9102

Fax No: (916) 632-8840

PROMISED DELIVERY DATE		TERMS: NET 30		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		CIP 11-05		
1	EA	SANYO PLC-XU355 3500 ANSI WIRED/WIRELESS PROJECTOR	\$1,595.00	\$1,595.00
1	EA	PEERLESS UNIVERSAL PROJECTOR MOUNT	\$225.00	\$225.00
1	EA	DA-LITE TENSIONED ADVANTAGE ELECTRICAL 60x80 SCREEN	\$2,000.00	\$1,040.00
1	EA	DA-LITE LOW VOLTAGE SWITCH	\$200.00	\$200.00
4	EA	ATLAS SOUND FAP62T CEILING SPEAKERS	\$80.00	\$320.00
1	EA	ATLAS SOUND PA702 AUDIO AMPLIFIER	\$270.00	\$270.00
1	EA	SP CONTROLS PIXIE PRO WALL CONTROL PLATE	\$400.00	\$400.00
1	EA	EXTRON WP 107 VGA COMPOSITE INPUT PLATE	\$80.00	\$80.00
1	EA	JVC HR-XVC11B DVD/VCR PLAYER	\$99.00	\$99.00
		EQUIPMENT AND MATERIAL SUB TOTAL		\$4,229.00
		INSTALLATION TRAINING		\$3,800.00
		BUILDING MATERIALS		\$500.00
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority.			SUBTOTAL	\$8,529.00
			SHIPPING	\$250.00
			SALES TAX	\$348.89
			TOTAL	\$9,127.89
PURCHASING AGENT				

PLEASE NOTE CONDITIONS ON REVERSE SIDE

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

Circle Distributing: Vendor - Accounting - Requestor - Purchasing

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

PURCHASE ORDER NO. 16159
 THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKING LISTS, PACKAGES, AND BILLS OF LADING.

DATE: 08/05/10
 ACCOUNT: 9910.13 CLASS: 125

TO: COMPU COM
 CLIENT ASSISTANCE CENTER
 7171 FOREST LANE
 DALLAS, TX 75230

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

Contact: Jason Blaxton
 Vendor Phone No:

Fax No: (800) 366-9994

PROMISED DELIVERY DATE		TERMS: NET 30		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
		CIP 11-05		
13		SKU# G94409 MFG PART# 021-09744 OFFICESTD 2010 SNGL LICENSE	\$245.27	\$3,188.51
5		SKU# G94409 MFG PART# 79P-03586 OFFICEPROPLUS 2010 SNGL LICENSE	\$334.90	\$1,674.50
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority.			SUBTOTAL	\$4,863.01
			SHIPPING	
			SALES TAX	\$401.20
			TOTAL	\$5,264.21
PURCHASING AGENT				

PLEASE NOTE CONDITIONS ON REVERSE SIDE

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


Circle Distributing: Vendor - Accounting - Requestor - Purchasing

AGENDA ITEM 1 G
Action Item
"Revised Agenda Item"

MEMORANDUM

DATE: August 5, 2010

TO: El Dorado County Transit Authority

FROM: Mindy Jackson, Executive Director 

SUBJECT: CalTrans Ponderosa Park and Ride Improvements

REQUESTED ACTION:

BY MOTION,

Authorize the Executive Director to advertise for additional repair and maintenance work at the Ponderosa Park and Ride and to award the contract to the lowest responsible bidder, provided that the low bid is within the amount funded by CalTrans and the bid documents and the construction contract are approved by legal counsel.

BACKGROUND

The State of California owns the park and ride lot on Wild Chaparral near the interchange of Ponderosa Road and US Highway 50 in Cameron Park. The facility is an important park and ride lot for the El Dorado County Transit Authority (El Dorado Transit) passengers and non-transit residents who participate in car or van pools.

From 1990 through 2006 El Dorado Transit buses accessed the park and ride lot to allow for passenger pick and delivery within the lot. Modifications to exhaust systems of buses and the clearance on the newest commuter buses prohibit El Dorado Transit from entering the lot due to the steep grade of the entrance. El Dorado Transit buses currently pick up and drop off passengers after traveling 1 mile past the lot then turning around at the intersection of Wild Chaparral and Many Oaks Lane. El Dorado Transit passengers stand along the edge of Wild Chaparral to board and disembark the commuter buses. The initial scope of the project was the reconstruction of the driveway.

Recognizing the burden of additional mileage on El Dorado Transit buses to access the Ponderosa Park and Ride, CalTrans included in their Minor B funding \$60,000 for improvements. The project must be completed and closed out by December 31, 2010. Due to the small size of the project, Caltrans agreed to allow El Dorado Transit to repair the entrance.

Cooperative Agreement 03-ED-50 PM 8.564 between CalTrans and El Dorado Transit was approved by the Board of Directors on March 19, 2009. The initial strategy was for El Dorado Transit to contract with the County of El Dorado Department of Transportation (DOT) to construct the project however; DOT staff reported that it was not feasible to include this project in the DOT schedule. CalTrans issued an Encroachment Permit for this project. Dokken Engineering is under contract with El Dorado Transit to prepare contract documents and provide on-sight project management.

DISCUSSION

El Dorado Transit accepted bids on June 3, 2010 at 2:00 PM for driveway repair. Because of the current pricing trend of public works, El Dorado Transit staff included the add alternative for resurfacing and striping. El Dorado Transit received three (3) responsible bids:

	Base Bid
B & B Asphalt; Inc.	\$19,552.00
Doug Veerkamp General Engineering, Inc	\$25,013.00
Joe Vicinc, Inc.	\$ 8,850.00

The base bid contract was awarded to Joe Vicini.

The add alternatives included the following:

Alternative A	Crack Treatment; Pavement Reinforcement Fabric; Minor Hot Mix Asphalt and Paint Traffic Stripe
Alternative B	Slurry Seal (Type III); Crack Treatment and Paint Traffic Strip

The add alternative was not awarded because the amounts were above the project budget.

Staff is recommending authorizing the Executive Director to prepare the contract bid documents, advertise the bid; award contract to lowest responsible bidder with full approval of all documents by legal counsel for re-bidding the additional work. The re-bid would include: Crack Treatment; Pavement Reinforcing Fabric (drive aisle); Minor Hot Mix Asphalt (Type III); Slurry Seal (parking stalls) and Paint Traffic Stripe. Staff anticipates that the revised scope of work will be within the project budget amount.

CalTrans reviewed the additional work and agreed that it could be performed under the initial description of work therefore; the Cooperative Agreement would not require revisions.

Contract award above the Executive Director signatory authority of \$25,000 is typically submitted to the board for action however; the next regularly scheduled board meeting is October 7, 2010. October contract award is not timely for repair and maintenance to be completed during the construction season.

FISCAL IMPACT


Revenue (reimbursable) CalTrans Minor B (Funding expires 12/31/10)		\$60,000
State Transit Assistant (STA)		<u>\$ 6,000</u>
	TOTAL	\$66,000

AGENDA ITEM 1 H
Action Item
"Revised Agenda Item"

MEMORANDUM

DATE: August 5, 2010

TO: El Dorado County Transit Authority

FROM: Mindy Jackson, Executive Director 

SUBJECT: Capital Improvement Plan Project 08-03
Maintenance Facility – Steam Cleaner and Build out of Covered Facility to House the Unit

REQUESTED ACTION:

BY MOTION,

Authorize the Executive Director to advertise for the acquisition and installation of a steam cleaning unit with associated recovery system and covered roof and to award the contract to the lowest responsible bidder, provided that the amount of contract is with the amount approved in Capital Improvement Plan (Project No. 08-03) and the bid documents and contracts/purchase orders are approved by legal counsel.

BACKGROUND

Capital Improvement Plan #08-03 (copy attached) was approved on March 4, 2010 for the acquisition and installation of a steam cleaning unit with associated recovery system and covered roof for the unit. The Executive Director is working with maintenance staff, vendors, local jurisdictions and Dokken Engineering to facilitate the installation and construction of this project.

Several sections of the parking areas will be excavated or saw cut to facilitate the installation of the steam cleaning system. The entire fleet parking area requires maintenance therefore; to receive cost-effective pricing on the maintenance portion, staff is recommending that the project bids include the maintenance work on the entire lot. The additional maintenance would be included in the approved project budget of \$200,000.

Project scope includes project management, steam cleaner components, build out of covered shed-like building, miscellaneous construction utilities, foundations, drainages etc. and parking lot repair.

DISCUSSION

Staff is recommending authorizing the Executive Director to prepare the contract bid documents, advertise the bid; award contract to lowest responsible bidder with full approval of all documents by legal counsel. Contract award above the Executive Director signatory authority of \$25,000 is typically submitted to the board for action however; the next regularly scheduled board meeting is October 7, 2010. October contract award would be too late for construction during the calendar year 2010.

FISCAL IMPACT

Capital Improvement Plan Project 08-03 and approved budget:

State Transit Assistance (STA)	\$200,000
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Maintenance Facility - Installation of a Steam Cleaning Unit & Trolley Shelter

Project No. 08-03

The El Dorado County Transit Authority (El Dorado Transit) owns and operates a fleet of fifty-six (56) vehicles. As a transit operator of buses and paratransit vehicles El Dorado Transit is subject to special regulations adopted by the California Highway Patrol (CHP) which are found in Title 13, California Code of Regulation (13 CCR). CCR 13 Section 1232 (a) requires motor carriers to have a preventive maintenance program. One component of the Preventive Maintenance program is to ensure that each motor vehicle is free of oil and grease. The CHP Motor Carrier Safety Compliance Handbook states that "Maintenance includes such operations as brake adjustments, belt adjustments, steam cleaning, aiming headlight, etc."

Typically, maintenance personnel are required to steam clean a vehicle if there are fluid leaks or an accumulation of street dirt. Currently and since 1994 El Dorado Transit utilizes the steam cleaning equipment at the Placerville Union School District (PUSD) maintenance facility. We appreciate the opportunity afforded our agency by PUSD personnel however, the El Dorado Transit fleet requiring steam cleaning has grown since 1994 and maintenance hours of operation are beyond the PUSD hours.

This project will install a steam cleaning including a recovery system to effectively clean engines, transmissions and suspension equipment. Included will be a separate high temperature cabinet for small parts.

As a component of this project, a covered roof will be constructed to extend out to the end of the existing cement slab in back of the maintenance facility. This roof will encompass enough area to shield the steam clean area as well as protect the Trolley during bad weather. Increasing the proposed roof will eliminate the need for a separate capital project with additional costs to cover the Trolley that is planned for the same location.

COST SUMMARY (ESTIMATE)

Approved
Budget

\$200,000

FUNDING SOURCES

State Transit Assistance (STA)

\$200,000.

Approved March 4, 2010

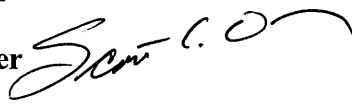
AGENDA ITEM 2A
Action Item

****TIMED ITEM**** **1:10 PM** **PUBLIC HEARING**

MEMORANDUM

DATE: **August 5, 2010**

TO: **El Dorado County Transit Authority**

FROM: **Scott A. Ousley, Operations Manager** 

SUBJECT: **Proposed Fare Increases for the Grizzly Flat Flex route and Dial-A-Ride Zone A**

REQUESTED ACTION:
BY MOTION,

1. **Open Public Hearing to accept public testimony on proposed fare increases.**
2. **Adopt Resolution No. 10-13 Stating the Fare Structure Effective September 6, 2010.**

BACKGROUND

Passenger fare increases require approval by the El Dorado County Transit Authority (El Dorado Transit) Board of Directors. Adopted policy and federal regulations require a thirty (30) day advance notice of public hearing, public comment period and presentation of recommendations and comments to the Transit Advisory Committee (TAC). The effective date of any fare change shall be at least sixty (60) days after the date noticing the public hearing.

The *El Dorado County Transit Authority Six-Month Administrative Operations Report* for the period of July 1, 2009 - December 31, 2009 (FY 2009/10) reported, "El Dorado Transit sets an annual goal for increasing ridership at least three-percent (3%) increase however, the agency is reporting a fifteen-percent (15%) decrease in passenger trips systemwide for the first six months of 2009/10. There were significant service cuts effective July 1, 2009 to offset budget shortfall."

The proposed fare increase offsets a portion of cost increases brought about by the continuing decrease of retail sales tax and gasoline tax receipts and will allow El Dorado Transit to

El Dorado County Transit Authority
August 5, 2010 Agenda

recovery ratio as well as provide a strategy to sustain the current level of transit services during a time of reduced operating subsidies. Farebox recovery ratio is the percentage of cost captured by passenger fares.

On July 1, 2009, the Board of Directors adopted the FY 2009/10 operating budget which included fare increases and significant service reductions in each mode – commuter; demand response and local fixed routes.

The adopted Western El Dorado County 2008 Short Range Transit Plan (SRTP) states:

“A discussion of potential transit funding sources must include a look at fares. As fares make transit funding more equitable (those who directly benefit from the service pay at least part of the costs), a fare system has the advantage of increasing the political acceptability of transit. This advantage, however, does not consider the substantial benefits provided to others in the community such as commercial property owners who do not ride the system. In addition, by reducing the attractiveness of transit service, a fare policy works at cross purposes to many of the stated goals for transit with regard to increase in mobility and reduction of traffic and parking demand. Nonetheless, fare increases and changes to the existing fare structure over the long-term should be considered appropriate – particularly in the long-term – to account for the increasing costs of providing service.”

During development of the Fiscal Year (FY) 2010/11 operating budget members of the board directed staff to submit a review of the fare structure. On May 6, 2010 at a regularly scheduled board meeting staff presented information on possible service changes and/or fare increases. The board directed staff to move towards implementation of two (2) fare changes:

1. June 3, 2010 – Increase Grizzly Flat one-way fares to \$10.00 for general public and \$5.00 for senior and disabled persons.
2. May 6, 2010 – Increase the base one-way fare for Dial-A-Ride Zone A to \$4.00 for general public and \$2.00 for senior and disabled persons.

The public hearing was properly noticed and published; posted on the El Dorado Transit website; noticed on the subscription outreach – Rider Alert and posted on El Dorado Transit buses. Written comments are being accepted until August 3, 2010 and will be submitted as testimony at the Public Hearing.

DISCUSSION

Overall ridership decreased significantly during FY 2009/10. Local fixed route usage decreased by 13%, commuter service ridership fell 22% and demand response dropped by 12%. Currently, passenger fares cover 26.95% of the cost of service systemwide. The additional 83.05% are derived from the shrinking local retail sales tax receipts and federal transit funds.

Dial-A-Ride

Dial-A-Ride is a crucial lifeline transportation service for many El Dorado County seniors and persons with disabilities. The curb-to-curb first-come first-served reservation service operates 7-days a week typically from 7:30 am to 5:00 pm. The Dial-A-Ride service area covers most of the western slope of El Dorado County from El Dorado Hills to east of Sly Park, north to Garden Valley and south to Hwy 49 at Crystal Boulevard. The El Dorado Transit board adopted the current Dial-A-Ride Zone structure in October 2001. The zone structure is based on the length of any one-way trip within or between twelve (12) zones. Trips within a zone range from \$1.50 to \$5.00. An additional \$.50 is charged for each zone crossing.

The operating cost on the lifeline Dial-A-Ride service is \$113.27 per hour, with a farebox recovery ratio of 6.01%.

The approved 2009/10 operating budget included the elimination of one (1) Dial-A-Ride van from service accounting for eight (8) revenue service hours each Monday through Friday.

The following table demonstrates a performance comparison of Dial-A-Ride for the same periods of FY 2009/10 and FY 2008/09:

Performance Measure	FY 2009/10	FY 2008/09	Difference
Operating Cost Per / Psgr	\$46.77	\$47.15	(0.8%)
Operating Cost Per / Hour	\$113.27	107.09	5.5%
Operating Cost Per / Mile	\$4.74	\$4.77	(0.6%)
Psgr Trips Per / Revenue Hour	2.4	2.3	0.1
Average Fare Per / Psgr	\$2.60	\$2.04	\$.056
Farebox Recovery	6.01%	5.33%	12.7%

Total passenger trips decreased by nine-percent (9%) from 15,248 to 13,801 for this period.

The current and proposed fare structure for Zone A is as follows:

One-Way Fares	Senior/Disabled		General	
	Current	Proposed	Current	Proposed
Zone A	\$1.50	\$2.00	\$3.00	\$4.00

To maintain a Senior Day Care (SDC) fare under \$4.00 per one-way trip within Zone A, the board approved revising the SDC fare structure to \$1.50 per one-way trip within DAR Zone A and \$3.00 per one-way trips in DAR zones B – L on July 1, 2009. Zone A is within Placerville and closer to the destination. The proposed fare increase will increase SDC from \$1.50 to \$2.00 within Zone A; however it would not price the current passengers’ fares out of a manageable range.

Grizzly Flat

At the El Dorado County Transit Authority (El Dorado Transit) board meeting on June 3, 2010, staff presented performance information and expenditures of the underperforming Grizzly Flat route.

Grizzly Flat is a flex route operating once a week (Thursday) in an area where demand has been traditionally low. Passengers can call up to fourteen (14) days in advance and request the bus at set locations along the former fixed route. If a minimum of five (5) requests are not received by the proceeding Tuesday, the route is cancelled and the requesting parties are notified.

The following table demonstrates a performance comparison of the Grizzly Flat route for the same periods of FY 2009/10 and FY 2008/09:

Performance Measure	FY 2009/10	FY 2008/09	Difference
Operating Cost Per / Psgr	\$40.85	\$43.33	(5.7%)
Operating Cost Per / Hour	\$119.68	\$114.38	4.6%
Operating Cost Per / Mile	\$4.39	\$4.17	5.2%
Psgr Trips Per / Revenue Hour	2.9	2.6	0.3
Average Fare Per / Psgr	\$2.08	\$1.63	27.6%
Farebox Recovery	5.39%	4.55%	18.4%

To address the underperformance of the service, the following four (4) options were submitted by staff for consideration:

- Option 1 - Status quo
- Option 2 - Discontinue the service
- Option 3 - Increase the one-way fare to \$5.00 for general passengers and \$2.50 for senior and disabled passengers
- Option 4 - Reduce the service to twice a month and increase the fare to \$5.00 and \$2.50

Although options #3 and #4 would increase revenue and offset expenditures slightly, it is unlikely the blended farebox ratio of 11.5% would be met as required by the Transit Development Act. The El Dorado Transit board directed staff to develop the following proposed fare increase:

One-Way Fares	Senior/Disabled/Students (K-12)		General	
	<i>Current</i>	<i>Proposed</i>	<i>Current</i>	<i>Proposed</i>
Grizzly Flat	\$1.35	\$5.00	\$2.75	\$10.00

Staff will continue to monitor the productivity of this service on an on-going basis to determine if weekly operation is necessary. If the productivity continues to not meet acceptable performance standards, staff will report back at a later meeting and may recommend a reduction in frequency of the service to two (2) Thursdays a month.

This item was discussed at the July 28, 2010, Transit Advisory Committee (TAC). The TAC made a motioned stating the proposed fare increase was “extremely reasonable”.

Proposed changes in the fare structure are noted in strike and underline format within the attached draft Fare Resolution. The document also includes minor clean-up of typographical errors and language to clarify policy.

The fare revisions in Resolution No.10-13 if adopted will be effective September 6, 2010.

FISCAL IMPACT

The projected annual increase in fare revenue based on the recommendations in the staff report would be as follows:

Grizzly Flat

Additional farebox cash	\$ 1,073.20
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Dial-A-Ride and Senior Day Care

The current scheduling software is unable to separate Dial-A-Ride statistics by zone therefore, data to project fiscal impact for Zone A changes is not available.



EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. ~~09-10~~ 10-13

RESOLUTION OF THE BOARD OF DIRECTORS OF
THE EL DORADO COUNTY TRANSIT AUTHORITY
STATING THE FARE STRUCTURE

WHEREAS, the El Dorado County Transit Authority (EDCTA) Board desires to revise the Basic and Discount Fares to generate ~~increased~~ revenues to fund operating costs ~~and allow for bus service expansion.~~

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE EL DORADO COUNTY TRANSIT AUTHORITY (EDCTA) AS FOLLOWS:

THAT, this Resolution shall become effective on ~~May 7, 2009~~ August 5, 2010 and as of such date, the EDCTA Fare Structure shall be as hereinafter set forth.

I. PURPOSE, SCOPE AND AUTHORITY OF ADOPTED FARE RESOLUTION

A. Authority to Fix Rates and Charges

The Governing Board of the EDCTA is authorized to fix the rates and charges for all transit services. (PUC § 102285 and PUC § 99268)

B. Passenger Service Covered By Fare Structure

EDCTA may provide transit service for the transportation of passengers and their incidental baggage by any means, both within and outside the EDCTA boundaries. (PUC § 102280) This Fare Structure pertains to all fixed route, demand-response, paratransit and commuter service provided by EDCTA.

C. Fare Evasion

Evasion of the payment of any fares; or, the misuse of ~~transfers~~, passes, **or** tickets, ~~or tokens~~, with the intent to evade the payment of fares is an infraction

punishable by a fine not to exceed the maximum punishment allowed by law. (Penal Code § 640)

II. FARE STRUCTURE DEFINITIONS

A. Authorized Employee

“Authorized Employee” means those persons authorized by Executive Director to issue temporary passes.

B. Business Day

“Business Day” means a weekday which is not a national or state holiday observed by either the United States, the State of California, El Dorado County, County of Sacramento, or the City of Sacramento.

C. Child

“Child” means a person who has not yet reached his or her fifth (5th) birthday.

D. Complementary Paratransit

Method allowed by the Americans with Disabilities Act (ADA) for the transit operator to provide demand response (dial-a-ride) during fixed route service hours upon request. ~~This provides access to public transit per the ADA.~~

~~E.~~ Daily Pass

~~“Daily Pass” means a single paper scrip issued by EDCTA with a printed denomination, the daily pass type, and the date appearing thereon.~~

~~F.~~E. Disabled

The Americans with Disabilities Act (ADA) defines a disability as a physical or mental impairment that substantially limits one or more of the major life activities of an individual. Major life activities include caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working. Proof of disability may be established upon boarding by displaying an EDCTA issued I.D. card or a disabled placard identification card issued pursuant to Section 22511.5 of the *Vehicle Code* or any other identification as approved by local, state or federal jurisdictions.

~~G.~~F. Personal Care Assistant Attendant (PCA)

“Personal Care ~~Assistant~~ Attendant (PCA)” means a person who assists a disabled person during their trip on EDCTA transit vehicles. Disabled passengers may be required to display an EDCTA issued I.D. card affixed with an assistant symbol.

H.G. Fare

“Fare” means the price charged to transport a passenger, including the passenger’s incidental baggage, for one ride on a transit vehicle operating on fixed route, demand response, paratransit or commuter service.

I.H. Employee Pass

“Employee Pass” means an EDCTA I.D. card issued to EDCTA employees.

J.I. Fare Equivalent

“Fare Equivalent” means an EDCTA approved substitute for U.S. currency that may be applied toward the applicable fare ~~or purchase of a daily pass~~ by depositing it in the farebox upon boarding an EDCTA bus. (i.e. EDCTA issued scrip)

K.J. Fare Scrip Ticket

“Fare Scrip Ticket” means a single paper scrip issued by EDCTA with a printed denomination appearing thereon.

L.K. Fiscal Year

“Fiscal Year” means the period from July 1 of the first year stated through June 30 of the second year stated.

M.L. Fixed Route Service

“Fixed Route Service” means passenger service provided by EDCTA transit vehicles in revenue service along a scheduled route, whether or not on a continuous, seasonal, experimental, or emergency basis. Revenue service includes but is not limited to: local fixed routes, demonstration projects and emergency transportation at the direction of the Office of Emergency Services or other authorized emergency response team. Charter service is excluded as defined by applicable local, state and federal statutes.

N. ~~Group Pass~~

~~“Group Pass” means an EDCTA I.D. card to which an EDCTA approved stamp or equivalent is affixed, or a card printed and/or approved by EDCTA.~~

O.M. Holiday

“Holiday” means the day of observance ~~on the~~ of a holidays as approved by EDCTA.

P.N. Lifetime Pass

“Lifetime Pass” means an EDCTA identification card issued to persons eighty (80) years of age or older.

Q.O. Monthly Pass

“Monthly Pass” means either an EDCTA issued card or other approved ~~ID~~ card to which a monthly stamp is affixed, ~~or a card~~ with the month and year printed on the card by EDCTA. Exception: Lifetime passes.

R.P. Octogenarian

“Octogenarian” means a person 80 years of age or older. Proof of age may be established upon boarding by displaying an EDCTA Lifetime Pass ~~or a passport~~ and/or a valid Identification Card that includes a picture and identifies the person’s age.

S.Q. Off-Route Deviations

Method allowed by the Americans with Disabilities Act (ADA) for the transit operator to provide access to fixed route service upon request.

Persons registered with EDCTA as eligible per the ~~Americans with Disabilities Act (ADA)~~ may be allowed to request an off-route stop within $\frac{3}{4}$ of mile of a fixed route.

T.R. Payment

“Payment” means one of the following:

1. The deposit of the applicable fare in U.S. currency or fare equivalents in the farebox upon boarding a transit bus; or
2. Displaying appropriate proof of payment, such as fare media provided by EDCTA, ~~local, state or federal governmental agencies,~~ upon boarding an EDCTA bus, provided that the displayed proof of payment is valid at the time of boarding.

U.S. Peace Officer

“Peace Officer” means any person currently employed by a public agency as a peace officer as defined in California Penal Code Sections 830.1 and 830.2.

V.T. Prepaid Fare

“Prepaid Fare” means a fare that is paid before boarding a transit vehicle and is one for which proof of payment is required by EDCTA.

W.U. Proof of Payment

“Proof of Payment” means the evidence of a prepaid fare that must be displayed by a passenger whenever required or permitted by this Fare Structure resolution in lieu of depositing the applicable fare in U.S. currency or fare equivalents in the farebox upon boarding an EDCTA bus.

X.V. Retiree

Employee retired from EDCTA with a minimum of five (5) years of employment with EDCTA.

Y.W. Ride

“Ride” means a continuous one-way passenger trip between any two points served by EDCTA on fixed route, demand response or commuter service without transferring to another transit vehicle.

Z.X. RT

“RT” means the Sacramento Regional Transit District.

AA.Y. Senior Citizen

“Senior Citizen” means a person 60 years of age or older. Proof of age may be established upon boarding by displaying an EDCTA I.D. card, the federal Medicare identification card, the State Department of Motor Vehicles Driver’s License Senior Citizen or Identification card issued pursuant to subdivision (b) of Section 13000 of the *California Vehicle Code*, or a passport which includes a picture and identifies the person’s age.

BB. School Class Pass

~~“School Class Pass” means a card issued by EDCTA which indicates the total number of students, teachers and adult monitors in the class and the effective date of the pass.~~

CC.Z. Student

“Student” is a person aged five (5) to twenty-two (22), who has not completed a program resulting in a high school diploma or attainment of a General Education Diploma (G.E.D.) or California High School Proficiency Exam (CHSPE) and attends a day program of 240 minutes per day or is enrolled in a certified home school program supervised by an adult if under age sixteen (16) years of age.

To be eligible for a student monthly pass, EDCTA may require the production of a valid student I.D. card or other similar evidence of enrollment by the person requesting such a pass.

~~DD.~~ **Transfer**

~~“Transfer” (n.) means the proof of payment that is issued to a passenger by an EDCTA bus operator.~~

~~EE.~~ **AA. Transit Vehicle**

~~“Transit Vehicle” means an EDCTA bus or van.~~

~~FF.~~ **BB. Validated**

~~“Validated” means the process of fixing the date of expiration on an EDCTA fare-ticket by an EDCTA transit driver or authorized staff member.~~

III. CONSTRUCTION OF FARE STRUCTURE

1. Applicable Fare

Applicable fare means the price established as set forth in Article ~~IV~~ VI as a condition of carrying one passenger on any transit vehicle for one ride on fixed route, commuter or dial-a-ride service.

2. Fare Payment

The applicable fare shall be paid by all persons riding on EDCTA service. ~~The applicable fare must be paid either before boarding or upon boarding a transit vehicle as provided below:~~

- ~~a. EDCTA Bus Service—Fares on EDCTA bus service must be paid upon boarding by either depositing into the farebox U.S. currency or fare equivalents in the amount of the applicable fare, or the passenger shall display appropriate proof of payment valid at the time of boarding.~~
- ~~b. Dial-A-Ride Service—Fares on EDCTA Dial-A-Ride must be paid upon boarding by either depositing into the farebox U.S. currency or fare equivalents in the amount of the applicable fare.~~
- ~~c. Group Dial-A-Ride Subscription Service—Fares on EDCTA Group-Dial-A-Ride Subscription service must be paid upon boarding by either depositing into the farebox U.S. currency or fare equivalents in the amount of the applicable fare.~~
- ~~d. Complementary Paratransit—Fares on EDCTA complementary paratransit service must be paid upon boarding by either depositing into~~

~~the farebox U.S. currency or fare equivalents in the amount of applicable fare.~~

3. Appropriate Proof of Payment

Appropriate proof of payment means the evidence of fare prepayment that constitutes the applicable fare. Proof of payment may constitute any one of the following:

- a. Monthly pass issued by EDCTA including, when applicable, a monthly stamp affixed to the pass; or
- b. EDCTA fare scrip ticket/~~scrip~~; or
- ~~c. Transfer issued by EDCTA bus operator; or~~
- ~~d.c.~~ EDCTA employee pass; or
- ~~e.~~ Group pass; or
- ~~f.d.~~ Lifetime pass; or
- ~~g.e.~~ Peace officer identification; or
- ~~h.f.~~ EDCTA retiree pass/id, or
- ~~i.g.~~ fare media approved by Executive Director within adopted fare structure

4. Fare Equivalent

Fare equivalent is an EDCTA issued ~~fare~~ scrip ticket/~~scrip~~.

5. Valid Proof of Payment

Proof of payment issued by EDCTA is valid as provided below:

- a. Monthly Pass/Stamp – An EDCTA monthly pass shall be valid only for the month of the year printed by EDCTA either on the pass or on the stamp to be affixed on an approved photo I.D. card. Notwithstanding the foregoing, a monthly pass shall be valid from the first ~~business~~ day to the last ~~business~~ day of the month.
- ~~b. Transfer – An EDCTA transfer is valid only on the date issued and if timed transfers are issued, until the local time last appearing on the transfer~~
- ~~c. Group Pass – A group pass issued or approved by EDCTA shall be valid during the term printed on the card, or on the stamp or equivalent that is affixed to an I.D. card, pursuant to the terms in the agreement between EDCTA and the entity purchasing the passes on behalf of the group.~~
- ~~d.b.~~ Lifetime Pass – A lifetime pass issued to persons 80 years of age or older shall be valid during the life of the pass holder.
- ~~e.c.~~ Student Pass – A student pass issued by EDCTA shall be valid only to the student issued the pass for the term specified on the pass

~~f.d.~~ Peace Officer Identification – A peace officer badge or photo identification card issued by a public agency is valid for so long as the bearer of such badge or photo identification is employed by the issuing public entity as a peace officer.

~~g.e.~~ EDCTA Retiree Pass/ID issued by EDCTA

IV. FARE STRUCTURE CLASSIFICATIONS

A. Basic Fare

The basic fare shall be in the amount set forth in Article VI. Any passenger paying the basic fare shall be entitled to one ride upon paying the fare ~~and, upon request at boarding an EDCTA bus, a transfer.~~

B. Discount Fare

Discount fare classifications are established as hereinbelow provided:

~~Disabled Persons, and Senior Citizens~~ and Students K-12 – The discount rate for disabled persons, ~~and senior citizens~~ and students K-12 shall be in the amount set forth in Article VI. Only disabled persons, ~~and senior citizens~~ and students K-12 are entitled to one ride on fixed route service upon displaying the proper disabled, ~~or senior citizens I.D. card~~ or student K-12 pass and payment of the fare set forth in Article VI. ~~Upon request at boarding an EDCTA bus, the passenger is entitled to a transfer.~~

C. Child Fare

One (1) child may ride at no cost with an adult that pays a fare or uses a valid prepaid fare media. If more than two (2) children accompany one passenger, the passenger shall pay the full regular fare for the second and each additional child.

D. Special Services

Special services are fixed route service provided under contract between EDCTA and a third party. Special services are open to the public upon payment of the applicable fare. Unless otherwise indicated below, the fare for special services shall be in accordance with the fare structure classifications as set forth in this Article IV.

1. Special Service – Fares shall not be collected for special service if the cost of such service is paid under the terms of a contract.

E. Octogenarian Fare

Persons 80 years of age or older are entitled to ride all fixed route service for free upon displaying the proper identification card.

F. EDCTA Retiree Fare

Persons retired from EDCTA under EDCTA retirement policy are entitled to ride all fixed route and commuter service for free upon displaying the proper pass/identification card.

V. FARE PREPAYMENT

A. Basic Monthly Pass

~~The basic monthly pass consists of either an EDCTA monthly pass card or an EDCTA I.D. card to which a basic monthly stamp is affixed. Pass rates are established in Article VI. This pass entitles the bearer to ride on all fixed route and commuter service, subject to the following limitations and conditions:~~

The basic monthly pass consists of either an EDCTA issued monthly pass card or a approved card to which an EDCTA monthly stamp is affixed. This pass entitles the bearer to ride on all fixed route and commuter services, subject to the following limitations and conditions:

1. The pass may be purchased from EDCTA or designated EDCTA pass outlets by any person; and
2. This pass is valid only on specified services during the month of the year printed by EDCTA on the pass or stamp that is affixed to the bearer's ~~EDCTA I.D.~~ approved card. Notwithstanding the foregoing, a monthly pass shall be valid through the first ~~business~~ day of month through the last ~~business~~ day of the month; and
3. This monthly pass constitutes prepayment of the ~~basic~~ basic fare or any fare established in an amount lower than the basic fare; ~~and~~ of the service for which it is valid; and
4. The monthly pass card or monthly stamp shall be non-refundable and non-exchangeable and shall be sold for the amount established in Article VI. ~~The EDCTA I.D. card is sold for the amount established in subparagraph K of this Article V.~~ EDCTA is not responsible for lost or stolen passes.

B. Discount Monthly Pass

~~The discount monthly pass consists of an EDCTA I.D. card to which a discount monthly stamp is affixed. This pass entitles only the person whose picture is on the EDCTA I.D. card to ride on all fixed route service, subject to the following limitations and conditions:~~

The discount monthly pass consists of an EDCTA monthly pass card. This entitles the bearer to ride all fixed route services, subject to the following limitations and conditions:

1. This pass may be purchased only by disabled persons, senior citizens and students K-12; and
2. This pass is valid only during the month of the year printed by EDCTA on the ~~stamp that is affixed to the bearer's I.D. card~~. Notwithstanding the foregoing, a discount monthly pass shall be valid from the first business day through the last business day of the month; and
3. For disabled persons, senior citizens; and students K-12 ~~and youth~~, this pass constitutes prepayment of the discount fare or any fare established in any amount lower than the discount fare; ~~and~~ of the service for which it is valid; and
4. The discount monthly ~~stamp~~ pass is non-refundable, non-exchangeable and non-transferable and shall be sold for the amount established in Article VI. ~~During the months of June, July and August of each year, a discount monthly stamp may be purchased by students for the amount established by the Executive Director to promote student ridership. The EDCTA I.D. card is sold for the amount established in subparagraph K of this Article V.~~ EDCTA is not responsible for lost or stolen passes.

C. Employee Pass

A valid EDCTA pass employee I.D. card entitles the lawful bearer, ~~as defined by the EDCTA Personnel Rules~~ to ride on all fixed route and commuter service at no charge.

D. Retiree Pass

A valid EDCTA pass Retiree I.D. entitles an EDCTA retiree to ride all fixed route and commuter services at no charge.

E. Group Pass

~~The group pass constitutes prepayment of the basic fare Article VI or any fare established in an amount lower than the basic fare. An I.D. card to which an EDCTA approved stamp or equivalent is affixed, or a card printed by or approved by EDCTA, entitles the bearer to ride all fixed route service during the term printed on the card, stamp or equivalent pursuant to the terms in the agreement between EDCTA and the entity purchasing the pass on behalf of the group.~~

F. E. Lifetime Pass

A lifetime pass consists of an EDCTA I.D. card and is issued only to persons 80 years of age or older. A lifetime pass entitles the bearer and the bearer's Personal Care Assistant **Attendant** (PCA) to ride on all fixed route service and is valid during the life of the passholder. A lifetime pass is non-transferable and non-exchangeable.

G. Student Class Pass

~~A valid student class pass consists of a card issued by EDCTA with the number of students, teachers and adult monitors and the effective date printed on the card. This pass entitles the class to ride on all fixed route service on the designated date. This pass is non-transferable. The pass will be sold for the price corresponding to the number of students multiplied by two times the discount fare and for the number of teachers and adult monitors multiplied by two times the basic fare.~~

H.F. Peace Officer Identification

A valid peace officer identification consists of a badge or photo identification card issued by a public agency to persons employed as peace officers. A peace officer identification entitles the bearer to ride on all fixed route service at no charge.

I.G. Fare Scrip Ticket

All fare scrip tickets/~~scrip~~ will be sold for the price corresponding to the denomination appearing on the ticket.

J. Transfer

~~An EDCTA transfer entitles the bearer to ride on fixed route service, subject to the following limitations and conditions:~~

- ~~1. The transfer is non-refundable, non-exchangeable and non-transferable; and~~
- ~~2. The transfer must be valid throughout the duration of the ride on EDCTA bus; and~~
- ~~3. The transfer must be valid at the time of boarding an EDCTA bus and surrendered to the bus operator.~~

K.H. I.D. Cards

I.D. cards may be acquired by those persons participating in a ~~group pass or a~~ monthly pass subsidy program; and disabled persons, senior citizens, octogenarians, and students who meet the eligibility criteria set forth in Article

II and Transit Advisory Committee members. Unless the I.D. card is issued to the octogenarians or is provided by a subsidizing agency through contractual arrangement with EDCTA, the price of the I.D. cards shall be Three Dollars (\$3.00). ~~During the summer months of June, July and August of each year, the price of an I.D. card for students shall be two dollars (\$2.00).~~

VI. FARE AND MONTHLY PASS PRICING

Effective ~~July 1, 2009~~ August 30, 2010 September 6, 2010

FIXED ROUTES: Placerville Shuttle, Cameron Park, Diamond Springs, El Dorado, Pollock Pines, Camino and Folsom Lake College – El Dorado Center and other fixed routes as developed.

One Way Fare: General.... \$1.50 Senior/Disabled/Student... \$.75

Monthly Pass: General... \$60.00 Senior/Disabled... \$30.00 Student K-12... \$30.00

~~**Transfer Fee:** —\$.25 per transfer issued on all fixed routes~~

Grizzly Flat Route:

One Way Fare: General... ~~\$2.75~~ 10.00 Senior/Disabled... ~~\$1.35~~ 5.00

Monthly Pass: General.... \$60.00 Senior/Disabled... \$30.00 Student K-12... \$30.00

Sacramento Commuter Routes:

Sacramento.....	\$4.50	One-way fare
El Dorado County Destinations.....	\$4.50	One-way fare
Monthly Sacramento Commuter Pass.....	\$162.00	
Monthly Combination EDCTA/RT.....	As allowed per interagency agreement	

~~Effective January 1, 2010~~

Sacramento Commuter Routes:

Sacramento.....	\$5.00	One-way fare
El Dorado County Destinations.....	\$5.00	One-way fare
Monthly Sacramento Commuter Pass.....	\$180.00	
Monthly Combination EDCTA/RT.....	As allowed per interagency agreement	

Iron Point Connector (IPC):

El Dorado County to Folsom Light Rail.....	\$ 2.50	One-way fare
Senior/Disabled Person.....	\$1.25	One-way fare
Monthly Iron Point Connector Pass.....	\$90.00	
Monthly Combination IPC/RT.....	As allowed per interagency agreement	

Dial-A-Ride (DAR):

Zone A: Senior/Disabled.....\$ ~~1.50~~2.00 one way

Zone A: General Public.....\$ ~~3.00~~4.00 one way

Zone B-E: Senior/Disabled.....\$ 3.00 one way + \$.50 per zone crossing

Zone B-E: General Public.....\$ 5.00 one way + \$1.00 per zone crossing

Zone F-L: Senior/Disabled.....\$ 5.00 one way + \$.50 per zone crossing

Zone F-L: General Public.....Not Applicable

ADA Off-Route Deviations.....\$.50 per trip per person

ADA Complementary Paratransit.....\$2.00 per trip per person

Sac-Med.....\$10.00 one way fare

Senior Day Care.....\$~~1.50~~2.00 per one way fare in DAR zone A

Senior Day Care.....\$3.00 per one way fare in all DAR zones except zone A

VII. Fare structures for demonstration projects shall be set by the Executive Director for a period not to exceed twelve (12) months. After a twelve (12) month period, the EDCTA will review and consider for adoption, a fare structure for any new service developed through such demonstration project.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at a regular meeting of said Board, held on the 7th day of ~~May 2009~~ August 5, 2010 by the following vote of said Board:

AYES: ~~JS, RB, JK, DM, PB~~ NOES: 0 ABSTAIN: 0 ABSENT: 0


~~Patty Borelli, EDCTA~~ John R. Knight, Chair

ATTEST:

~~Barbara McDonald, EDCTA~~ Secretary to the Board

AGENDA ITEM 2 B
Action Item

MEMORANDUM

DATE: August, 5, 2010
TO: El Dorado County Transit Authority
FROM: Mindy Jackson, Executive Director 
SUBJECT: Other Post-Employment Benefits Funding Options and Recommendation

REQUESTED ACTION:
BY MOTION,

1. **Adopt Resolution No. 10-10 approving a pre-fund amount and participation in the California Employer's Retiree Benefit Trust Program (CERBT)**
2. **Authorize Executive Director to execute all documents necessary for implementation**

BACKGROUND

In July 2004, the Governmental Accounting Standards Board (GASB) issued GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pension*. GASB 45 mandates disclosure of Other Post Employment Benefits (OPEB) liabilities for public employees. OPEB may include benefits such as medical, dental, prescription drug, vision and life insurance plans. GASB 45 establishes a standard for measuring and reporting the liability of retirement benefits other than pensions however; it does not require funding the liability.

During Fiscal Year (FY) 2007/08 El Dorado Transit contracted with California Public Employers' Retirement System (CalPERS) to provide cost effective medical insurance for the unrepresented employee group (21 employees). CalPERS contractually requires El Dorado Transit to contribute an amount towards the cost of retiree medical coverage as a condition of participating in the CalPERS medical plans. There are no eligible retirees who have elected coverage however; monthly cost to the agency is currently at the lowest level possible of \$16.15 per eligible retiree. This contribution is based on a formula and increases a modest amount each year.

The El Dorado Transit continuing retiree health plan allows eligible retirees to enroll in the agency group medical plan through CalPERS at time of separation or at any subsequent open enrollment period. The plan includes only medical insurance coverage excluding other possible retiree benefits e.g. dental, vision, etc. Since plan inception in 2007, no eligible participants have elected coverage however; two (2) eligible retirees may enroll during any open enrollment period. There are twenty-one (21) current

employees who are qualified, and seven (7) of those may retire within the next five (5) years. These employees have the option to continue their medical coverage under this plan.

As required under GASB 45, El Dorado Transit contracted with Bickmore Risk Services and Consulting to complete an initial Actuarial Valuation of Other Post-Employment Benefits to capture and report the current and future potential liabilities of this benefit. This report was presented at the June 3, 2010 meeting of the El Dorado Transit Board of Directors. Final action by the board was to receive and file the report.

Following a board level discussion regarding the cost of GASB 45 compliance and optional funding methods, staff was directed to return with information on actuarial costs, calculation models and funding alternatives. As suggested, El Dorado Transit staff worked with the El Dorado County Transportation Commission (EDCTC) staff because the two (2) agencies are researching similar issues regarding GASB 45 compliance and funding alternatives. Information and recommendations included in this report were reviewed by Mike Ocenosak, CPA from the firm of Terrie Y Prod'hon, CPA, the consulting accountants.

DISCUSSION

Actuarial Reporting

Actuarial valuations are used as a method of verifying the changing conditions of an agency's employee statistics that impact the annual cost of OPEB and outstanding obligations or future potential liabilities. GASB 45 requires an actuarial valuation for the first compliance period (FY 2009/10). This valuation study was completed and received by the board on June 3, 2010. GASB 45 recommends an actuarial report of the amortized cost of unfunded liability plus benefits earned every three years. The GASB 45 provides an option other than an actuarial valuation defined as the "Alternative Measurement Method". This is a simplified method that does not require an actuary and may be handled by agency staff or consultants.

Funding Options

The June 3, 2010 presentation and staff report recommended that the board adopt a methodology to define an amount to pre-fund the OPEB future liability. There are two (2) methods for the El Dorado Transit board to consider on how to fund OPEB liabilities.

1. Pay-as-you-go. This methodology is to either charge the annual budget when expenses occur or set aside some level of funding in a separate agency account. The separate agency account would be considered a cash asset on the agency financial statements. Using "Pay-as-you-go", actual expenditures for benefits would be charges to the annual budget in addition to the annual costs from the actuary's study. This strategy would require that the full value of the Unfunded Actuarial Accrued Liability (UAAL) be included on the agency financial

statements however; GASB 45 does not require funding. The level of funding is at the discretion of the public agency.

2. Pre-fund. With this option, the board approves a level of funding to be placed in a trust account. Entering into a qualifying trust agreement ensures managing of the assets, not as assets of the employer, but in trust for the exclusive benefit of plan members and their beneficiaries. Contributions and income from the investment of plan assets are solely used for the payment of benefits and are legally protected from creditors. This strategy would allow for a manageable dollar amount to be budgeted each year for contributions once a prefunding option was chosen; and would relieve the burden of funding future uncertain expenses as in a pay-as-you-go scenario. This also reduces the unfunded liability on the agency financial statements.

As noted above, if El Dorado Transit does not pre-fund for future OPEB expenses, the accrued liability for the benefits earned in prior years will be compounded by the unfunded current costs. The result is an increase in the recorded OPEB expense. Staff recommends pre-funding to ensure funds are available to meet unfunded liabilities and to decrease the accrual of costs related to the benefits without compromising a future annual budget. Pre-funding will build reserves and earn interest to offset the cost of the program. A thirty (30) year amortization period is consistent with the anticipated retirement trend of current employees.

If the Board approves pre-funding to meet future OPEB liabilities, staff recommends participation in the California Employer’s Retiree Benefit Trust Program (CERBT), a pooled trust program administered through CalPERS. Action requested includes authorizing the Executive Director to execute all documents necessary to enroll and fund the trust account. (Sample documents included in 6/3/10 agenda).

FISCAL IMPACT

Based on staff recommendations, the estimated costs for the fiscal year (FY) 2009/10 would be \$18,103 and FY 2010/11 would be \$18,692 for a total of \$36,795 to capture both years. (Details are included as option 3 in 6/3/10 staff report).

Fiscal Year 20010/11 Budget

		<u>Revenue</u>	<u>Proposed</u>
4270.00	State Transit Assistance	\$36,795.	
5020.xx	OPEB Pre-fund		\$36,795.

**EL DORADO COUNTY TRANSIT AUTHORITY
RESOLUTION NO. 10-10**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
EL DORADO COUNTY TRANSIT AUTHORITY ADOPTING A PRE-FUNDING
OPTION FOR OTHER POST EMPLOYMENT BENEFITS AND APPROVING
PARTICIPATION IN THE CALIFORNIA
EMPLOYERS' RETIREE BENEFITS TRUST FOR PRE-FUNDED ACCOUNTS**

WHEREAS, Governmental Standards Board Statement Number 45, dealing with Other Post Employment Benefits (OPEB), requires that governments report the annual cost of OPEB and the unfunded actuarial accrued liabilities for past service costs; and

WHEREAS, the El Dorado County Transit Authority (El Dorado Transit) provides eligible regular unrepresented employees with medical benefits subsequent to their retirement from El Dorado Transit; and

WHEREAS, El Dorado Transit has deemed it to be in El Dorado Transit's best financial interest and the most financially prudent action to pre-fund post employment health benefits past service liabilities and fund current year contributions; and

WHEREAS, the actuarially determined costs for fiscal year (FY) 2009/2010 to pre-fund an annual contribution of \$10,379. plus interest of \$654. and the unfunded actuarial liabilities for past service costs of \$7,070. for El Dorado Transit is \$18,103.; and

WHEREAS, the actuarially determined costs for FY 2010/2011 to pre-fund an annual contribution of \$10,716. plus interest of \$676. and the unfunded actuarial liabilities for past service costs of \$7,300. for El Dorado Transit is \$18,692.; and

WHEREAS, the California Employers' Retiree Benefits Trust, part of the California Public Employees Retirement System, is a trust fund that allows public employers to pre-fund the future cost of retiree benefits;

NOW, THEREFORE, BE IT RESOLVED, that El Dorado Transit hereby approves and directs staff to join the California Employers' Retiree Benefits Trust;

BE IT FURTHER RESOLVED, that El Dorado Transit hereby approves and directs staff to pre-fund the past service liabilities of \$7,070. the FY 2009/2010 Annual Contribution of \$10,379. plus \$654. interest and past service liabilities of \$7,300. the FY 2010/2011 Annual Contribution of \$10,716. plus \$676. interest; and

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY at the regular meeting of said Board held on the 5th day of August 2010, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

John R. Knight, Chair

ATTEST:

Barbara McDonald, Secretary to the Board

AGENDA ITEM 3 A
Information Only

MEMORANDUM

DATE: August 5, 2010
TO: El Dorado County Transit Authority
FROM: Matt Mauk, Transit Services Assistant
SUBJECT: 2010 El Dorado County Fair Shuttle



REQUESTED ACTION:
BY MOTION,

No action. Information only

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) has provided an El Dorado County Fair Shuttle annually since 1990. The shuttle provides round-trip service to the Fairgrounds from three (3) parking locations; the Library/Government Center on Fair Lane, the Park & Ride lot on Motherlode Drive at Missouri Flat Road and the WalMart parking lot at Forni Road and Missouri Flat Road. Service is provided beginning thirty (30) minutes before opening and ending thirty (30) minutes after closing on all four days of the Fair. Shuttle buses load and unload passengers at the Fairgrounds gate located on Placerville Drive. Three (3) to seven (7) commuter vehicles are in continuous shuttle service during the Fair's hours of operation. El Dorado Transit provides all vehicles, drivers, support staff and management personnel necessary for shuttle operations.

The El Dorado County Fair shuttle service is free to the public. Fair shuttle operations are funded through a grant administered by the El Dorado County Air Quality Management District (EDC AQMD). Funding for this grant program is derived from Department of Motor Vehicle surcharge fees authorized by AB2766 for Clean Air Act projects.

DISCUSSION

The 2010 El Dorado County Fair shuttle provided 12, 851 passenger trips. This represents an approximate 13% reduction in ridership from the 2009 shuttle's 14,773 trips. The 2010 shuttle provided a total of 209.3 hours and 2,602 miles of passenger service. The table below includes a breakdown of passengers and hours per parking site and percentages of total service:

	<i>Library</i>		<i>Walmart</i>		<i>Park & Ride</i>		<i>Totals</i>
Trips	10,121	79%	1,790	14%	940	7%	12,851
Hours	106.4	51%	62.0	30%	40.9	20%	209.3

FISCAL IMPACT

As per the contract executed in June 2001 with the EDC AQMD, the 2010 El Dorado County Fair shuttle total project budget was not to exceed \$30,414. Included in this budget is a projected in kind match of \$2,213 from El Dorado Transit for labor and maintenance and \$1,000 from the El Dorado County Fair Association for advertising and website maintenance. Upon completion of the final billing, El Dorado Transit can expect up to \$27,201 in revenue from the EDC AQMD contract.

ALPINE
AMADOR
BUTTE
CALAVERAS
COLUSA
EL DORADO
GLENN
LASSEN
MODOC
MONO
NEVADA
PLACER
PLUMAS
SACRAMENTO
SAN JOAQUIN
SHASTA
SIERRA
SISKIYOU
SUTTER
TEHAMA
TRINITY
TUOLUMNE
YOLO
YUBA

July 23, 2010

Ms. Mindy Jackson
Executive Director
EL DORADO COUNTY TRANSIT AUTHORITY
6565 Commerce Way
Diamond Springs, CA 95619

**RE: APWA 2010 TRANSPORTATION PROJECT OF THE YEAR
CENTRAL TRANSIT CENTER MULTI-MODAL TRANSFER FACILITY**

Dear Ms. Jackson:

Congratulations! The Sacramento Chapter of APWA has selected your project, the Central Transit Center Multi-Modal Transfer Facility, for the **Project of the Year Award, 2010**. Your project has won in the Transportation Category, Construction Division \$500,000 to \$2 Million, Agency Size: Large. The APWA Sacramento Chapter Awards Program recognizes projects that demonstrate excellence in management, administration, design, construction and community relations, as well as the alliance among the managing agency and the consultant/engineer/contractor who worked together to complete the public works project.

Awards will be presented to the winning project team at our Project of the Year Awards Luncheon on Thursday, August 19, 2010 at the Radisson Hotel Ballroom, 500 Leisure Lane, Sacramento, CA.

We would like to invite you and your team to attend the luncheon to receive your award. Your project and select photos will be displayed when you are presented with your award plaque. You will be given five (5) minutes to introduce your team and briefly describe your project.

Tickets for the event are available for purchase at \$45/person, or \$450 for a table of ten. Enclosed is a reservation form and meal choices for the Awards Luncheon. A plaque will be presented to the El Dorado County Transit Authority at the luncheon. Additional plaques may be ordered (\$50) by contacting Alicia Kinert at Dokken Engineering, (916) 858-0642.

Again, on behalf of the Sacramento Chapter of APWA, congratulations on your award winning project!

Sincerely,



Richard T. Liptak, PE
Chair, Awards Program

cc: Alan Carlton, Carlton Engineering (Designer)
Matt Veerkamp, Doug Veerkamp General Engineering, Inc. (Contractor)
Matthew Boyer, Dokken Engineering (Construction Management/Nominator)
Steve Hiatt, President, APWA Sacramento Chapter

Encl.