

AGENDA ITEM 6 C
Consent Calendar Item

MEMORANDUM

DATE: January 30, 2008

TO: El Dorado County Transit Authority

FROM: Mindy Jackson, Transit Director

SUBJECT: Revision of Joint Powers Agreement and By-Laws of the El Dorado County Transit Authority

REQUESTED ACTION:

BY MOTION, Authorize the Transit Director to submit revised Joint Powers Agreement and By-Laws to member jurisdictions for approval

BACKGROUND

The El Dorado County Transit Authority (EDCTA) operates under authority of a Joint Powers Agreement (JPA) between the County of El Dorado and the City of Placerville dated November 4, 1993. The JPA and By-laws are under review to clarify conflicting sections, include current statutes and conform to actual practice.

A subcommittee of EDCTA board members Chair Carl Hagen and Vice-Chair Jack Sweeney met with the Mindy Jackson, Transit Director and Mr. Bill Wright, Legal Counsel on 3/26/07 to review and comment on draft revisions.

The final draft was submitted to El Dorado County Counsel, Mr. Lou Greene, City of Placerville City Manager/Attorney Mr. John Driscoll, El Dorado County Auditor-Controller Mr. Joe Harn and Ms. Kathryn Mathews, Executive Director of the El Dorado County Transportation Commission for review and comment.

DISCUSSION

The proposed the JPA and By-Law revisions take into consideration new or modified statute, the EDCTA adopted JPA amendment and current administrative and financial practices.

Section 3.3 is modified to change the title “Transit Director” to “Executive Director” to distinguish the top executive officer of the agency. “Transit Director” is typically a department head title within a large jurisdiction such a county or city however; at EDCTA this position functions as the Chief Administrative Officer per the JPA and By-Laws.

Revisions in Section 12 incorporates the JPA amendment adopted on 5/22/01 designating EDCTA as the transit operator with the authority to file a claim for funding on behalf of both member jurisdictions.

The El Dorado County Transportation Commission (EDCTC) is by state statute, authorized to designate a Consolidated Transportation Services Agency (CTSA) for western El Dorado County. Deleting Section 24 – “This EDCTA shall remain the Consolidated Transportation Services Agency (CTSA) for the region...” clarifies that EDCTA does not have the authority to designate themselves the CTSA.

The El Dorado County Transit Authority is established pursuant to Section 6500 of the government code as a joint powers agency. Revision of the JPA and By-Laws require adoption by the County of El Dorado and the City of Placerville. Staff recommends authorization for the Transit Director to submit the revised JPA and By-Laws to Ms. Laura Gill , El Dorado County CAO and Mr. John Driscoll, City Manager/Attorney at the City of Placerville for approval by their respective agencies.

**JOINT EXERCISE OF POWERS AGREEMENT OF THE ESTABLISHING
EL DORADO COUNTY TRANSIT AUTHORITY**

1. **PARTIES AND DATE.** This Joint Exercise of Powers Agreement of the El Dorado County Transit Authority is entered into by and between the City of Placerville and the County of El Dorado and shall be effective by last agency adoption, 2007. Effective on November 4, 1993, and pursuant to Government Code Section 6500 et seq. (herein called the "Law"), all cities and/or counties whose authorized mayoral or chairman's signature is included on the signature page, as individual public entities, mutually promise and agree as hereinafter set forth.

1.1 **WHEREAS,** the City of Placerville and the County of El Dorado entered into a Joint Powers Agreement dated November 4, 1993 to provide transit services on the western slope of El Dorado County; and The County of El Dorado has been administering the following public transportation program: El Dorado Transit, and

1.2 **WHEREAS,** the November 4, 1993 Agreement was amended on May 22, 2001; and the County of El Dorado and the City of Placerville, are involved with some or all of this program; and

1.3 **WHEREAS,** The El Dorado County Transit Authority has been successfully operating and providing transit services to the western slope of El Dorado County since its inception; and there exists opportunities for meeting public transportation needs in the El Dorado County area through a more organized effort; and

1.4 **WHEREAS,** these parties now desire to continue to provide for the development and implementation of public transportation services in on the western slope of El Dorado County through the services of the El Dorado County Transit Authority; and area, said program to be integrated with, and otherwise constitute a part of, the regional transportation plan; and affirm the need for an organizational framework through which they may provide public transit service to their citizens recognizing that many persons are dependent upon others to furnish them mobility, that an alternative to the private automobile is needed, and that a viable transit service can assist in carrying out environmental and conservation policies, and

~~certain efficiencies of operation and service are available through a unified, cooperative effort; and~~

1.5 WHEREAS, the November 3 4, 1993 Joint Powers Agreement contains several provisions related to the initial establishment of the El Dorado County Transit Authority that are no longer relevant and it is appropriate to revise the Agreement to reflect current operations and practices; and

1.6 **WHEREAS**, the State of California Transportation Development Act, as enacted by Chapter 1400, Statutes 1971, as revised by Chapter 140 of the Statutes of 1972, and Chapters 740 and 873 of the Statutes of 1973, and the Federal Transit Urban Mass Transportation Administration Act of 1964 as amended, and the Federal Highway Act of 1973, make available financial assistance for transit capital and operating expenses; and

1.67 **WHEREAS**, the purpose of this Agreement is to enable the Parties to continue to provide coordinated public transit service to their citizens and to respond to Federal, and State and local mandates affecting transportation on the western slope of El Dorado County; and at least a county wide basis.

1.8 WHEREAS, this Agreement provides for the ability to include additional members within the Transit Authority.

2. **RULES OF CONSTRUCTION.**

2.1 The present tense includes the past or future tense; and the future includes the present tense.

2.2 The singular includes the plural and the plural includes the singular.

2.3 Shall is mandatory and may is permissive.

3. **DEFINITIONS**

3.1 "Authority" means the El Dorado County Transit Authority created by this under the November 4, 1993 Joint Powers Agreement and that continues to operate under this Agreement.

- 3.2 "Board" means the governing body of the ~~Authority~~ El Dorado County Transit Authority.
- 3.3 ~~"Transit Director"~~ "Executive Director" means the person appointed by the Board to be its Secretary and Chief Administration Officer of the ~~Authority~~ El Dorado County Transit Authority.
- 3.4 "New Member Agency" means any public agency, other than an original signatory to this Agreement, which joins the ~~Authority~~ El Dorado County Transit Authority. ~~However, any public entity created, which public entity was formerly a part of the "member agency" shall be, for the purposes of this Agreement, a "member agency."~~
- 3.5 "Member" means a member of the Board and includes an alternate member.
- 3.6 "Member Agency" means any of the public agencies which are a party to this Agreement. Each member Agency may also be referred to as "Party".
- 3.7 "FTA" means the Federal Transit Administration
- 3.8 "EDCTA" means the El Dorado County Transit Authority.
- 3.9 "TDA" means the Transportation Development Act, as amended.
- 3.10 "EDCTC" means the El Dorado County Transportation Commission.

4. **CREATION ESTABLISHMENT OF AUTHORITY.** Pursuant to Section 6500 of the Government Code, ~~and upon the effective date of this Agreement, there is established and constituted the El Dorado County Transit Authority, hereinafter referred to as "EDCTA" or "AUTHORITY,"~~ originally formed under the November 3 4, 1993 Joint Exercise of Powers Agreement, shall continue to operate as a separate and distinct public entity, having the authority to exercise the common powers provided for in this Joint Exercise of Powers Agreement and to administer or otherwise execute this Agreement.

5. **BOARD**

- 5.1 EDCTA shall be governed by a Board of Directors, hereinafter referred to as "Board", comprised of five (5) members, with three members appointed by the Board of

Supervisors of ~~El Dorado~~ County of El Dorado and two (2) members appointed by the City Council of the City of Placerville, to serve at the pleasure of each appointing governing body. Each such member shall also appoint an alternate to serve on the Board in the absence of that governing body's regular board member.

5.2 Membership to the Board shall be limited to those jurisdictions which are eligible to receive apportioned TDA funds ~~by~~ from their Regional Transportation Planning Agency, ~~and are signatories to this Agreement.~~

~~5.3 At its first meeting the Board shall:~~

~~(a) Appoint a chairperson and vice chairperson.~~

~~(b) Establish a time and place for regular meetings.~~

~~(c) Obtain necessary insurance coverages.~~

5.43 At any meeting, ~~including its organizational meeting,~~ the Board may consider such matters as it deems proper for carrying out the purposes of this Agreement, provided that the Board complies with the requirements of the Brown Act.

6. **BYLAWS, POLICY & PROCEDURE MANUAL.**

6.1 ~~Upon execution of this Agreement, the~~ Bylaws outlined in Exhibit A are hereby adopted. ~~Changes to the Bylaws may occur of the~~ EDCTA may be amended upon a majority vote of the Board.

6.2 ~~Within the first six (6) months of the EDCTA's existence,~~ The Board shall ~~continue to~~ maintain a Policy and Procedure Manual to govern the day-to-day operations of the EDCTA, which is ~~not inconsistent either~~ with the applicable law ~~or with~~ and this Agreement. Each Board member and each Member Agency shall receive a copy of the Policy and Procedure Manual. Thereafter, the Board may adopt additional Bylaws and regulations which are ~~not inconsistent either~~ with the applicable law ~~or with~~ and this Agreement. The ~~Transit Executive~~ Director shall send to each Board member and to each Member Agency each Bylaw amendment promptly after its adoption by the Board. ~~Until such time as the Policy and Procedure Manual is established, the EDCTA shall follow El Dorado County personnel regulations relative to EDCTA employees.~~

7. **POWERS AND FUNCTIONS.** EDCTA shall have the common power of the parties to own, operate, and/or maintain a public transit system, and in the exercise of the power under this Agreement, EDCTA is authorized in its own name to:

7.1 Employ agents and employees, establish salaries and benefits, and contract for professional services;

7.2 Make and enter into contracts;

7.3 Incur debts, obligations, and liabilities, provided, however, the debts, obligations and liabilities incurred by EDCTA shall not be, nor shall they be deemed to be, debts, obligations, or liabilities of any party;

7.4 Acquire and convey, construct, manage, maintain and operate buildings and improvements;

7.5 Acquire and convey real and personal property;

7.6 Own or lease equipment, establish routes and frequency of service, regulate and collect fares, otherwise control the efficiency and quality of the operation of the system;

7.7 ~~Apply for~~ Submit and execute contracts ~~of~~ for financial assistance from state and federal agencies and to obligate the AUTHORITY to operate the improvements, equipment or transportation system in accordance with the terms and conditions of said financial assistance;

7.8 Accept contributions, grants, or loans from any public agency, or the United States or any department, instrumentality, or agency thereof, for the purpose of financing the planning, acquisition, construction, maintenance, or operation of transit facilities and/or services. EDCTA may also accept contributions, grants, or loans from other than the foregoing sources;

7.9 Invest money that is not needed for immediate necessities, as the Board determines advisable, in the same manner and upon the same conditions as other local entities in accordance with Section 53601 of the Government Code;

7.10 Purchase insurance, join insurance pooling programs, and/or develop and maintain a self-insurance reserve;

7.11 Do all other acts reasonable and necessary to carry out the purpose of this Agreement;

7.12 Sue and be sued.

The powers to be exercised by EDCTA are subject to such restrictions upon the manner of exercising such powers as are imposed by statute upon the County of El Dorado in the exercise of similar powers. EDCTA shall be held strictly accountable for all funds received, held, and disbursed by it.

8. ~~TRANSIT~~ EXECUTIVE DIRECTOR. The ~~Transit~~ Executive Director shall serve at the pleasure of or upon the terms prescribed by the Board. ~~Subject to the provisions under "Employee Transition," the El Dorado County Transit Manager shall have his/her job classification changed to Transit Director and shall serve the Board~~ Under rules and regulations provided by the Board, the powers and duties of the ~~Transit Director~~ Executive Director are:

8.1 To lead and coordinate the transit system of EDCTA and to be responsible to the Board for proper administration of all affairs of EDCTA.

8.2 To appoint, assign, direct, supervise, and subject to the personnel rules adopted by the Board, discipline or remove EDCTA employees.

8.3 To supervise and direct the preparation of the annual operating and capital improvement budgets for the Board and be responsible for their administration after adoption by the Board.

8.4 To formulate and present to the Board plans for transit facilities and/or services within the ~~AUTHORITY~~ EDCTA and the means to finance them.

8.5 To supervise the planning, acquisition, construction, maintenance, and operation of the transit facilities and/or services of the ~~AUTHORITY~~ EDCTA.

8.6 To attend all meetings of the Board and act or delegate a transit staff member as the secretary of the Board.

8.7 To establish and maintain fare collection and deposit services, and to transfer such collected fare revenue to

the designated accounts held by the EDCTA. County Treasurer.

- 8.8 To organize and operate an ongoing transit marketing program, including free-ride events and other special promotions selected by the Director or the Board.
- 8.9 To execute transfers within major budget units, as long as the total expenditures of each major budget unit remain unchanged.
- 8.10 To purchase or lease items, fixed assets or services within the levels authorized in the Bylaws by the Board.
- 8.11 To lease buses, vans, and other transit vehicles on an "as needed" basis from public or private organizations when deemed necessary to assure continued reliability of service.
- 8.12 To establish advisory committees as he/she deems appropriate.
- 8.13 To pay warrants and demands in accordance with the procedure and limits established by the Board.
- 8.124 To perform such other duties as the Board may require in carrying out the policies and directives of the Board.

~~9. **EMPLOYEE TRANSITION.** Each person employed by the County of El Dorado in permanent status to perform functions of El Dorado Transit on the date that EDCTA first commences to perform those functions is a transition employee. A transition employee shall be entitled to the following transition rights and benefits in the employment of EDCTA.~~

- ~~9.1 Each transition employee shall become an employee of EDCTA as of that date. Pursuant to Section 8 of this Agreement, the El Dorado County Transit Manager shall be re-classified to Transit Director and hired by the EDCTA. All permanent employees staffing the El Dorado Transit system and those positions proposed in the new organization shall also be hired by the EDCTA.~~
- ~~9.2 Each transition employee shall carry over as an employee of EDCTA sick leave, vacation time, compensating time off and ILP time accrued to the employee on the last day of employment by the County of El Dorado as a County employee;~~

~~and/or may have the option to receive payment for all or a portion of unused sick leave, vacation time, compensating time off and ILP time according to El Dorado County policies.~~

~~9.3 For the purpose of computing seniority and steps within the salary range, each transition employee shall carry over as an employee of EDCTA the anniversary date in service to the County in the last employment classification.~~

~~9.4 The salaries and benefits of all current employees and those positions proposed in the organization shall meet or exceed the salary and benefits provided to those employees just prior to the effective date of this Agreement.~~

~~The Transit Director salary and benefits shall meet or exceed the salary and benefits provided to the Transit Manager just prior to the effective date of this Agreement.~~

~~9.5 The EDCTA budgets shall reflect the salaries and benefits established for the Transit Director and organization staff.~~

~~10. **ORGANIZATIONAL CHART.** Described in the Bylaws is the organizational chart which established the formal relationship between the Board, Transit Director, Transit Advisory Committee, and transit staff.~~

~~11. **TRANSIT ADVISORY COMMITTEE.** EDCTA shall establish an advisory Committee which shall meet and provide input to the Transit Director on transit related issues. Membership and meeting requirements shall be established in the Bylaws.~~

~~11.1 **OTHER ADVISORY COMMITTEES.** EDCTA reserves the right to establish other advisory committees for the purpose of providing input and recommendations on technical, operational policy, or other transportation issues associated with the EDCTA.~~

~~129. **TRANSPORTATION SERVICES TO BE PROVIDED.**~~

~~129.1 All transportation services provided by EDCTA shall be in substantial conformance with the Regional Transportation Plan, the Long Range and Short Range Transit Plans, and other plans developed in response to Federal, State and local requirements. and Short Range Transit Plan(s) adopted by the Regional Transportation Planning Agency (RTPA), and~~

~~other plans developed in response to Federal and State mandates.~~

~~129.2~~ The EDCTA is hereby designated the "operator" of the following services, which are further described in the Bylaws: Public transit including but not limited to fixed routes; demand response; non-emergency medical transportation; commuter; express; flex-routes and coordinated transportation services and support.

~~EL DORADO TRANSIT~~

~~129.3~~ As "operator", the EDCTA is assigned the authority to own or lease equipment, establish routes and frequency of service, regulate and collect fares, and otherwise control the efficiency and quality of the operation of this system.

~~103. SERVICE CHANGES.~~

~~103.1~~ Each ~~party~~ member agency, by resolution or minute order of its governing body, or the ~~Transit~~ Executive Director, may submit a request to EDCTA for transportation service changes within said ~~party's~~ member agency's jurisdictional boundaries. Said request shall include an adequate description of the requested transportation services.

EDCTA may provide said transportation service changes provided:

- (a) Such changes are in substantial conformance with the adopted regional transportation plan; and
- (b) There is sufficient funding available to implement the proposed service change; and
- (c) There are sufficient manpower and capital resources available to implement such services.

~~103.2~~ This Agreement shall in no way prohibit any ~~party~~ member agency from providing its own transportation services or from contracting with EDCTA or with any other transportation operators to provide transportation services, except that such transportation service shall be funded by such member. ~~may not be funded with Transportation Development Act funds or other funds~~

~~originally allocated to AUTHORITY by a party for the budget period.~~

~~103.3~~ EDCTA may provide service to points outside the corporate and jurisdictional limits of any of the parties.

~~103.4~~ EDCTA shall strive to provide for the reasonable needs of the transportation dependent, seniors, the disabled and persons of low income. ~~the elderly handicapped, and poor through special programs or the inauguration of innovative concepts.~~

~~103.5~~ EDCTA shall cooperate fully with other transit providers to the end that a mutually compatible and integrated transportation service is provided.

114. CAPITAL AND OPERATING BUDGETS.

~~114.1~~ The fiscal period of the ~~AUTHORITY~~ EDCTA shall be the year beginning July 1 and ending June 30. For each fiscal year, the Board shall adopt capital and operating budgets which are consistent with ~~funding ability of the member jurisdictions and~~ the requirements of the Regional Transportation Planning Agency, the California Transportation Development Act, the Federal Highway Act of 1973, and ~~UMTA Act of 1964~~ the Federal Transit Administration Act as amended from time to time, and all other funding and regulatory agencies involved in the execution of the purpose of ~~the~~ EDCTA.

~~114.2~~ Preliminary and Final capital and operating budgets shall be prepared by the EDCTA. ~~for services described in the Bylaws shall be prepared by the deadlines established in the Bylaws.~~

A majority affirmative Board vote shall be required for a budget to be adopted.

~~114.3~~ The EDCTA shall actively seek maximum utilization of Federal, State, and other available revenues which shall be applied towards such operating and capital expenditures in determining what the local funding requirements shall be.

~~114.4~~ ~~In the event that less than a majority of the Board vote to adopt a budget, and the Board members are unable to secure a resolution, the EDCTA shall follow the "Budget Conflicts" process which is described in the Bylaws to this Agreement.~~

~~14.5 Budgetary changes during the year may be approved by the EDCTA through a simple majority vote if they do not increase any Party's local funding contribution. In the event that a budgetary change results in an increase in any Party's local funding contribution, such changes shall be subject to concurrence from the Board members representing the agency from which additional local funding is required.~~

~~125. **FUNDING.** Each Party shall make a claim each year to the El Dorado County Transportation Commission for that Party's share of the Local Transportation Funds and/or State Transit Assistance to the full extent available under the provisions of the Transportation Development Act Statutes and applicable California Code of Regulations. Each Party shall provide funding to the Authority in the amount received from the El Dorado County Transportation Commission pursuant to said Party's claim. No Party may be required to provide funding greater than that received by said Party from the El Dorado County Transportation Commission without the consent of its governing board; provided, however, any Party may choose to provide additional funding if its governing board so provides.~~

The parties hereby designate the EDCTA Authority as the transit operator and hereby direct the EDCTA Authority to file a claim each year with the El Dorado County Transportation Commission for an apportionment under Public Utilities Code Section 99260 on behalf of the City of Placerville, the County of El Dorado, and any new members who join the Authority EDCTA pursuant to Section 34 24 of this ~~Joint Powers Agreement~~. The area to be served shall be the City of Placerville, the unincorporated area of the Western Slope of El Dorado County and the boundaries of any city that joins as a new member under Section 34 24 of this ~~Joint Powers Agreement~~.

No party to this agreement may be required to provide funding for transit services greater than that received by the Authority EDCTA on behalf of said party from the El Dorado County Transportation Commission without the consent of its governing board; provided, however, any party may choose to provide additional funding if its governing board so provides. Nothing herein shall be construed as limiting or restricting the responsibility of the El Dorado County Transportation Commission to evaluate existing transit services to meet the requirement of state law.

~~16. CAPITAL EQUIPMENT BENEFITTING ONE JURISDICTION.~~

~~16.1 The EDCTA may, upon prior written consent from funding jurisdictions, purchase equipment for other transportation programs funded by any Party beyond this Agreement as long as such equipment is funded 100% by that Party at or before the time of acquisition. Ownership shall be vested with the Party providing the capital funding.~~

~~16.2 All Parties recognize that while FTA capital funds are intended primarily for programs served by this Agreement, there may be times when there are uncommitted funds which could be applied towards other public transportation programs which ultimately benefit transit serving the area covered by this Agreement. If, after making maximum use of federal funding for Programs related to this Agreement, there are any such funds available, the EDCTA may apply for such funds, utilizing them for the acquisition of capital equipment on behalf of Parties to this Agreement for public transportation programs beyond this Agreement, subject to FTA approval. Each Party shall abide by all FTA requirements relative to insurance, maintenance, operation, and disposition of such equipment, as well as meet or exceed maintenance requirements of the original manufacturer of such equipment. While federally funded equipment procured with EDCTA grant funding shall be the property of the EDCTA, it may be used by the Party providing the local funding match until it is disposed of. The use of such funds for this purpose shall be subject to EDCTA Board approval. The local match for such equipment shall be provided by the benefitting Party at or prior to the acquisition date.~~

~~137. FEDERAL CREDITS-- Section 18, 16 and 9 Formula Funds.~~ The EDCTA shall be authorized to apply for all federal, state and local FTA Section 18, 16 and 9 formula funds for transit projects which are eligible to receive such funding.

~~148. COMPLIANCE WITH FEDERAL STANDARDS.~~ In the performance of its function, EDCTA shall comply with Title VI of the Civil Rights Act of 1964, as amended (Public Law 88-352), and all requirements imposed by the U.S. Department of Transportation.

The EDCTA shall not discriminate on the grounds of race, religion, color, sex, age, sexual preference, or national origin, with regard to all activities, direct or indirect (i.e., through contracting and subcontracting), involving the EDCTA.

159. PRIMARY SUPPORT SERVICES: TREASURER, ACCOUNTING, AUDIT AND DATA PROCESSING. Pursuant to the requirements of Section 6505.56 of the Government Code, the Board may designate one of its officers or employees to serve as treasurer or auditor of the EDCTA. ~~The EDCTA Treasurer of the El Dorado County is designated to be the depository, shall have custody of all EDCTA funds, from whatever source, and shall to perform the following functions: until such time that the EDCTA designates another treasurer~~

159.1 Receive and receipt for all money, including weekly checks resulting from fare collection services, for the EDCTA and place it in the designated Treasury/depository of COUNTY to the credit of EDCTA.

159.2 Be responsible upon his/her official bond for the safekeeping, investment and disbursement of all EDCTA money so held by him/her;

159.3 Pay any sums due from the EDCTA or its assigns from EDCTA, or any portion thereof, only upon warrant of the public officer performing the functions of auditor or controller who shall be so designated pursuant to this Agreement.

159.4 Pursuant to the requirement of Section 6505.56 of the Government Code, the Board may designate one of its officers or employees to serve as and Auditor of COUNTY ~~shall perform the functions of auditor/controller, until such time that the EDCTA designates another auditor/controller. He/she shall draw warrants to pay demands against the EDCTA when the demands have been approved by the EDCTA.~~

159.5 ~~There shall be strict accountability of all funds and the Auditor of COUNTY will report to the EDCTA all receipts and disbursements. In addition, The EDCTA Auditor of COUNTY shall, through the RTPA, arrange for an independent audit of the accounts and records at least annually, as prescribed by Section 6505 of the Government Code. As part of the annual report, there shall be strict accountability of all funds and the auditor will report to the EDCTA all receipts and disbursements.~~ In each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code, and the audit shall conform to generally accepted auditing standards. ~~The books of account~~

~~shall include records of assets, liabilities, and contributions made by each party.~~

~~19.6 County data processing services relative to financial accounting shall be provided as long as County treasurer and accounting services are provided.~~

~~19.7 The rate for said primary services shall be negotiated prior to the adoption of the operating budget for each fiscal year and shall be generally consistent with A 87 and direct charge cost allocation system established for County departments.~~

~~20. **SECONDARY SUPPORT SERVICES.** The County of El Dorado shall continue providing the following secondary support services to the EDCTA upon request from the Transit Director until such time as the EDCTA elects to obtain said services elsewhere:~~

~~20.1 Legal Counsel, General Services, Office Space, Fueling Services, Parking, Utilities, Administrative Support, Communications, Clerk of the Board, Health Department, Information Services and Support, Payroll and other County support services as arranged with Department Head.~~

~~20.2 The rate for said secondary services shall be negotiated prior to the adoption of the operating budget for each fiscal year and shall be generally consistent with the A 87 and direct charge cost allocation system established for County departments. In the case of the 1993/1994 fiscal year, costs for said services shall not exceed budgeted allocations.~~

~~20.3 The provision of and corresponding charges for said services shall be subject to authorization from the Transit Director on a case by case basis.~~

~~21~~16. **ASSIGNMENT OF FTA CONTRACTS AND GRANT APPLICATION AUTHORITY.**

~~21.1 Subject to approval from FTA, the County of El Dorado hereby assigns those FTA contracts and policies, including contractual requirements, assurance, and responsibilities, outlined in Exhibit B over to the EDCTA.~~

21.2 The EDCTA ~~Transit~~ Executive Director is hereby authorized to prepare, submit, and execute grant applications for all federal, state and local funds ~~the use of UMTA Section 3, 8, 9, 10, 16, and 18 operating, planning and capital funds,~~ as well as other state and federal funds which may become available, for those projects included in the adopted budgets or Short Range Transit Plans, and for those projects approved by the EDCTA Board.

~~22. ASSIGNMENT OF OTHER AGREEMENTS. All Parties agree that the El Dorado County transit agreements outlined in Exhibit B are hereby assigned to the Authority. All responsibilities and obligations in those agreements previously undertaken by the County of El Dorado shall hereafter be the undertaken by the EDCTA.~~

2316. **SERVICE PLANNING.** The EDCTA shall have the authority to undertake additional transit planning activities, including, but not limited to: conducting surveys, analyzing service alternatives, designing and implementing service changes or new services, reviewing significant development proposals throughout the EDCTA service area and recommending traffic mitigation measures, and assisting transit operators in the EDCTA area in preparing and submitting grant applications. Cost allocations linked to the provision of such additional planning shall be established by the EDCTA Board.

24. ~~CTSA. The EDCTA will remain the Consolidated Transportation Services Agency (CTSA) for the region governed by the EDCTA.~~

25. ~~TRANSFER OF ASSETS. The County of El Dorado hereby transfers those assets listed on Exhibit C over to the Authority. The County of El Dorado and City of Placerville shall retain their relative financial interest in those assets. Said transfer is subject to FTA approval.~~

26. ~~USE OF VEHICLES.~~

26.1 ~~Transit vehicles purchased with rural Section 18 grant funds shall generally be used in rural service.~~

26.2 ~~All parties directly operating vehicles owned by the EDCTA shall comply with all State and Federal requirements to which the EDCTA is bound and shall repair or replace such vehicles if they are damaged or destroyed prior to the termination of their scheduled useful life. (The EDCTA may~~

~~establish an insurance pooling program to cover such losses, if approved by the EDCTA Board.)~~

~~26.3 All parties recognize that local matches were provided to some extent for the purchase of all vehicles. Exhibit C lists the vehicles in inventory on July 1, 1993.~~

27**17. PARTIES' LIABILITY, INSURANCE.**

27**17.1** The debts, liabilities, and obligations of EDCTA shall not be the debts, liabilities, or obligations of the parties to this Agreement or of any of them.

27**17.2** EDCTA shall provide general liability, automobile liability, property and collision coverage, either through purchased insurance, insurance pooling programs, establishing adequate reserves, or a combination of these efforts, for services and equipment included in this Agreement, plus an adequate amount of liability insurance for purchased transportation contracts, if deemed necessary by the EDCTA Board. The amount of the coverage shall be determined by the EDCTA Board.

2**17.3** EDCTA shall assume all debts, obligations, liabilities or costs, whether currently existing or future, incurred by the County of El Dorado in providing services under that certain Joint Powers Agreement date February 4, 1986 which exist as of the date of execution hereof, and shall indemnify and hold the County harmless therefrom.

2**18. TERM OF AGREEMENT.** This Agreement shall become effective on the date it is approved by the parties hereto ~~November 4, 1993~~ and shall continue in force until it is cancelled by a majority vote of EDCTA members. Such cancellation shall be upon no less than one year's notice, unless the EDCTA Board unanimously agrees to an earlier cancellation date.

2**19. DISPOSITION OF PROPERTY, EQUIPMENT.**

~~19.1~~ In the event that this Agreement is dissolved, EDCTA shall do one of the following, subject to determination by the EDCTA Board as to what would be in the best interests of all parties involved, as well as subject to FTA approval:

- (a) Sell the equipment and share non-federal proceeds equal to local match percentages as originally contributed by each participant within three (3) years of dissolution.
- (b) Use another disposition methodology acceptable to FTA and a majority of the EDCTA Board.
- (c) Provide for the payment of all other claims and obligations as determined by the Board.

320. SURPLUS FUNDS. With the exception of restricted earnings for insurance pooling purposes and capital replacement funds, surplus funds generated by the EDCTA shall be credited against operating or capital costs in future periods. Upon dissolution of this Agreement, all remaining surplus funds shall be returned to the ~~contributing Parties~~ members after all obligations are met.

321. AMENDMENTS. This Agreement may be amended by a written amendment unanimously approved by the parties.

322. SUCCESSORS. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

323. SEVERABILITY. Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of the United States or of the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement the parties intended to enter into in the first instance.

324. NEW MEMBERS. New member(s) may join this Agreement provided that the governing boards of the existing Members each vote to accept the New Members(s), and that said New Members accept any additional Board-established conditions upon which the new membership is approved.

325. CANCELLATION OF THE JOINT POWERS AGREEMENT TO PROVIDE TRANSPORTATION SERVICE. This agreement shall supersede and replace for all purposes stated herein that certain Joint Powers Agreement dated February 4, 1986 signed by the County of El

Dorado and the City of Placerville and the Agreement dated November 4, 1993. ~~Said parties agree that, upon execution hereof, the foregoing Joint Powers Agreement dated February 4, 1986 shall be considered terminated, and the County of El Dorado shall have no further responsibilities thereunder.~~

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers and representatives as of the day and year first above written.

APPROVED AS TO FORM, COUNTY OF EL DORADO:

By _____
County Counsel

By _____
Chairman, Board of Supervisors

APPROVED AS TO FORM, CITY OF PLACERVILLE:

By _____
City Attorney

By _____
Mayor, City of Placerville

Attest:

Deputy City Clerk

~~EXHIBIT A~~

BYLAWS

OF THE

EL DORADO COUNTY TRANSIT AUTHORITY

Effective: ~~November 4, 1993~~

1.0 NAME OF AUTHORITY.

The name of the authority shall be the El Dorado County Transit Authority (hereinafter "EDCTA").

2.0 PURPOSES AND POWERS.

The general purpose of the EDCTA shall be to provide, either directly or indirectly through contract, public transportation services on behalf of its member jurisdictions. The purposes and powers of the EDCTA are fully set forth in the Joint Powers Agreement (hereinafter "JPA").

3.0 BOARD OF DIRECTORS.

3.1 Membership.

The membership eligibility and selection Process for the Board of Directors is established in ~~Section 5~~ of the JPA.

3.2 Term of Office.

The term of office for each Board member shall be determined by the governing body which appointed that member.

4.0 MEETINGS.

4.1 Regular Meetings.

The Board of Directors shall have regular meetings at least once every two months. The dates for such meetings shall be determined by the Board.

4.2 Special Meetings.

Special meetings may be called at the Discretion of the Chairperson, Vice-Chairperson, or by a majority vote of the members of the Board.

4.3 **Quorum.**

At least fifty percent (50%) of the Board members shall constitute a quorum for the conducting of business, except that less than a quorum may adjourn a meeting.

4.4 **Minutes.**

The Board of Directors shall keep or cause to be kept written minutes of its proceedings, except executive sessions.

4.5 **Officers.**

The board shall elect a Chairperson and Vice Chairperson ~~in~~ at the first meeting January of each calendar year.

4.6 **Compensation.**

Directors of EDCTA shall serve without compensation. Directors may receive such per diem and travel expenses as the Board of Directors shall from time to time approve.

4.7 **Order of Business.**

Meetings of the Board shall be conducted under the following general order of business:

1. Call to order and roll call.
2. Approval of agenda.
3. Disposition of Minutes.
4. Public comment period regarding transit matters not on the agenda
5. Action items.
6. Transit Executive Director's report
7. Information items and correspondence.
8. Board members comments.
9. Adjournment.

~~4.8 **Agenda Changes.**~~

~~Untimed items may be taken out of order at the request of the Chair, with majority concurrence.~~

~~4.9 **Roberts Rules of Order.**~~

~~All rules not herein provided shall be determined by Robert's Rules of Order.~~

4.108 **Voting.**

Votings shall be by members present. There shall be no proxy vote. The voting shall be by voice vote, except that any member may call for a roll call vote.

Each Board member shall be entitled to one (1) vote.

~~Resolutions shall be by roll call vote.~~

No act of the Board shall be valid or binding unless a majority of all the members concur therein.

4.119 Notice.

Notice of meetings shall comply with the requirements of the Ralph M. Brown Act, Government Code Sections 54950, et seq.

5.0 TRANSIT ADVISORY COMMITTEE.

The Board shall establish a Transit Advisory Committee (TAC) for the purpose of providing advisory input to the ~~Transit~~ Executive Director on public transportation issues. The TAC responsibility statement is outlined in Appendix ~~B-A~~.

5.1 OTHER ADVISORY COMMITTEES.

The Board shall establish other advisory committees as it deems fit.

6.0 STAFF/ORGANIZATION CHART.

The organization chart ~~outlined in Appendix A is hereby established for the EDCTA~~ shall be established by the Board of Directors for the EDCTA.

Pursuant to ~~Sections 8 and 9 of the JPA~~, the Board shall appoint a ~~Transit~~ Executive Director who shall serve at the pleasure of the Board. The ~~Transit~~ Executive Director, or his/her designee, shall serve as the clerk of the Board of Directors and shall be responsible to keep its minutes, resolutions, as required.

~~The Board may hire additional staff, or contract for additional professional services, as required.~~

7.0 BUDGETARY PROCESS.

7.1 Preliminary Budgets.

The ~~Transit~~ Executive Director shall propose a preliminary operating budget and a preliminary capital budget to the Board on or before the March 1 meeting of each year.

After considering proposals of the ~~Transit~~ Executive Director, the Board shall adopt a preliminary operating budget and a preliminary capital budget by April 15 of each year.

7.2 Final Budgets.

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

~~7.3 Budget Conflicts.~~

~~If the Board should fail to adopt either the preliminary or final budget by the deadlines set forth above, or by such other time as may be set by the vote of members representing a majority of the parties, the Transit Director shall present the unadopted budgets to the governing body of each party. Upon adoption by the governing bodies to the EDCTA, the budget or budgets shall become those of the Agency.~~

~~7.4 Budgetary Changes.~~

~~Budgetary changes during the year shall be made in accordance with Section 14.4 of the JPA.~~

8.0 TRANSIT EXECUTIVE DIRECTOR EXPENDITURE LIMITS.

The ~~Transit~~ Executive Director is authorized to approve the following expenditures:

Service Contract Payments--Those expenditures limits authorized through executed agreements with the EDCTA.

Other purchases--Purchases up to ~~\$5,000~~ \$25,000 per purchase requisition.

~~All other purchases over \$5,000 per purchase requisition, shall be subject to Board approval.~~

Additional signatures for all checks shall be obtained as required by the Annual Financial Transaction Resolution approved by the Board of Directors.

9.0 **EL DORADO TRANSIT: SERVICE DESCRIPTION, COST ALLOCATIONS.**

The EDCTA shall provide ~~El Dorado Transit~~ transit services to member jurisdictions, consisting of certain routes, and hours of operation within an established service area ~~as defined in appendix C which is attached and incorporated herein.~~

Changes in El Dorado Transit service shall be the responsibility of the EDCTA, and not the responsibility of member jurisdictions except as provided in the JPA.

10.0 **AMENDMENT.**

These bylaws may be amended upon the majority vote of the full Board Membership.

11.0 **EDCTA INSURANCE.**

The EDCTA shall assure that all services operated by the EDCTA are adequately insured with general liability and automobile liability coverage, property damage and physical damage coverage, fidelity coverage, and other coverages selected by the EDCTA Board.

The EDCTA reserves the right to provide such coverages through direct insurance purchases, establishing contractual requirements, joining insurance pooling programs, establishing reserves, or any other methodology approved by the EDCTA Board.

~~12.0 **INSURANCE BY OTHER PARTIES.**~~

~~All Parties which operate buses and other equipment owned by the EDCTA shall provide general and automobile liability coverage for all activities associated with the use of such assets, naming the EDCTA as additional insured, and shall hold harmless and indemnify the EDCTA for all claims associated with the use of said equipment. The levels of required coverage shall be determined by the EDCTA Board.~~

~~All parties which operate buses and other equipment owned by the EDCTA shall also repair and/or replace such equipment, at their expense, if it is damaged or destroyed prior to the termination of its scheduled useful life.~~

APPENDIX B A

TRANSIT ADVISORY COMMITTEE RESPONSIBILITY STATEMENT

Advisory Committee Objective: The Transit Advisory Committee (TAC) shall have the responsibility to review the operation of the transit system, monitor levels of service such that they fall within funding constraints and provide advice to the ~~Transit Manager~~ Executive Director.

Transit Advisory Committee: TAC Membership shall consist of one representative or bus user, for a total of ~~11~~ 9 members as follows:

- 1 from the ~~Senior~~ senior population
- 1 from the ~~Disabled~~ disabled population
- 1 from the ~~Student~~ student population
- 1 from the ~~Low Income~~ low income population
- 1 from the ~~Commuter~~ commuter population
- 1 from the ~~General Public Population~~ general public population
- 1 from the Chamber of Commerce
- ~~1 from the Air Quality Management District~~
- 1 from the ~~Greater Folsom Area~~ 50 corridor Transportation Management Agency
- 1 from the El Dorado County ~~Department of~~ Transportation Commission
- ~~1 from the Caltrans Transportation Planning~~

Term of Transportation Advisory Committee:

The term of appointment shall be for two years, which may be renewed for an additional two year term.

Meetings: The TAC shall meet ~~monthly~~ in accordance with the meeting schedule established by the TAC. The agenda shall be prepared by EDCTA staff and shall be mailed to each member. EDCTA staff shall notify each member if a meeting has been cancelled.

Staff Support: Staff Support shall be provided by EDCTA.

Minutes: EDCTA staff shall take minutes of all meetings and shall distribute minutes to TAC members in advance of the next committee meeting.

Officers: The members of the TAC shall select a Chairperson and a Vice-Chairperson annually at their first meeting of each calendar year. The Chairperson's responsibility shall be to preside at all meetings. The Vice-Chairperson shall act in the absence of the Chairperson with all rights and responsibilities. Officers shall be selected by voice or roll call vote.

Quorum: A quorum shall consist of a majority of those appointed of the currently appointed voting members.

Voting: The TAC's action shall require a simple majority of those Members present and voting at which a quorum is present.

~~APPENDIX C~~

~~EL DORADO TRANSIT SERVICE DESCRIPTION~~

~~El Dorado Transit consists of those lines listed in the 1990 Short Range Transition Plan. Routing and schedule changes are subject to the process and restrictions outlined in the EDCTA agreement.~~

~~Generally speaking, El Dorado Transit consists of fourteen routes: the Sacramento Commuter, Pollock Pines, Diamond Springs, Cameron Park, Placerville Area Shuttle Service, Dial-A-Ride, Sacramento Medical Route, Apple Hill Shuttle, and the Yellow, Blue, Green, Orange Black and Red routes serving the Mother Lode Rehabilitation Enterprise and Senior Day Care Program.~~

~~EXHIBIT B~~

~~The agreements and policies listed below are hereby assigned to the EDCTA. All contractual requirements, assurances, and responsibilities contained therein shall be the responsibility of the EDCTA.~~

~~Pending FY 1992-1993 and 1993-1994 FTA Section 18 Grant Applications and associated grant agreements.~~

~~All Purchase of service agreements between ALTA California Regional Center and El Dorado County Transportation Department Transit division.~~

~~All pending purchase requisitions and purchase orders from the El Dorado County El Dorado Transit budget units 312000 and 312100 within budgetary limitations.~~

~~By approving the assignment of these agreements to the EDCTA, the promises in these agreements with El Dorado County agree to a complete novation and full release of El Dorado County from any and all liability on these assigned agreements.~~