

AGENDA ITEM 2 B
Action Item

MEMORANDUM

DATE: May 2, 2019

TO: El Dorado County Transit Authority

FROM: Mindy Jackson, Executive Director

SUBJECT: ALTA Regional Center client transportation to Motherlode Rehabilitation Enterprises, Inc.

REQUESTED ACTION:
BY MOTION,

- 1) **Approve Agreement 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 ACRC Agreement**

BACKGROUND

The El Dorado County Transit Authority (El Dorado Transit) provides transportation services to clients of Motherlode Rehabilitation Enterprises (M.O.R.E.) under an agreement between ALTA California Regional Center (ACRC) and El Dorado Transit. These services began in 1979 and were a cornerstone of the current public transit system.

Monday through Friday El Dorado Transit provides up to seven (7) buses to transport M.O.R.E. clients from their homes or designated pick-up points to the M.O.R.E. facility at 399 Placerville Drive, Placerville CA. Return trips begin at 3:30 PM.

The buses operating this service are purchased with Federal Transit Administration (FTA) 5310 grants. This grant program supports service to seniors and persons with disabilities therefore; they are in use for the M.O.R.E., Senior Day Care, Dial-A-Ride, Sac Med and complementary paratransit passengers.

Providing this transportation has far reaching benefits to the residents of El Dorado County and the City of Placerville. Safe reliable transportation is provided to members of our disabled community to a site supported by the El Dorado Union High School District and California Department of Rehabilitation and Department of Developmental Services. This transportation also provides other community members such as caregivers, parents and siblings the opportunity to go to work or other functions without driving to Placerville each morning and afternoon. Clients of M.O.R.E. learn valuable life skills, attend adult special education classes, maintain jobs and participate in community service. M.O.R.E. staff provides “transit training” that

supports independence. Some clients with jobs use El Dorado Transit local fixed routes or Dial-A-Ride in conjunction with contracted service.

The current contract was approved for a three (3) year term from July 1, 2016 through June 30, 2019 with the third year reimbursement of \$20.49 per one-way trip.

In all but one (1) year since 1984, El Dorado Transit budgeted funds to offset the cost of these critical transportation services. ACRC reimbursements ranged from 100% to 3.4% of the cost of service. This offset is included in the budget to minimize any disruption in service due to service costs changes that might be related to an increase to overall expenses; trip length(s) or additional clients. As per the agreement, there is a restriction that no client will be on the vehicle for more than 90 minutes per trip.

Fiscal Year 2017/18 Statistics

Passenger Trips	21,843
Total Cost of Service	\$597,428
Contract Receivables	\$466,497 (71% of Cost)
Operating Subsidy	\$170,916 (29% of Cost)

DISCUSSION

El Dorado Transit and ACRC staff discussed terms for a new agreement to be effective July 1, 2019. Initially, ACRC staff strongly supported a rate structure change to a mileage based fee structure similar to other transportation vendors. This proposal would reimburse El Dorado Transit \$2.14 per mile.

El Dorado Transit staff analyzed the proposed mileage based rate versus the current per trip rate. To provide the same level of service under the proposed mileage based rate, El Dorado Transit would need to add \$200,000 to the service subsidy. If El Dorado Transit operated under the proposed mileage structure and added no additional funding there would be a loss of 7,700 annual one-way trips.

ACRC is responsible for purchasing transportation for the M.O.R.E. program. Without an agreement on July 1, 2019 ACRC will have two (2) possible options for M.O.R.E. client transportation. ACRC may contract with another vendor from Sacramento County or request adding clients on the El Dorado Transit Dial-A-Ride service.

Adding 100 – 105 daily trips onto the existing Dial-A-Ride program would be operationally challenging requiring expanded hours of service and other considerations. If Dial-A-Ride programs changes were implemented, the agency subsidy (cost to the agency) per trip would be 95% versus the current M.O.R.E. transportation subsidy of 29%.

After considerable discussion, ACRC offered to maintain the current one-way fee structure with no increase from the current rate of \$20.49 per one-way trip. Staff recommends a two (2) year agreement at the capped reimbursement per trip rate of \$20.49.

Agency costs are anticipated to increase each year, therefore; El Dorado Transit staff will develop a process to control the cost/subsidy and monitor the subsidy on a monthly basis.

The current Fiscal Year 2018/19 budget includes a subsidy of approximately \$180,000. The adopted Fiscal Year 2019/20 preliminary budget includes a \$228,000 subsidy. If the Board approves the recommended agreement, internal budget controls and monthly reporting will be in place by the Finance Department to maintain no more than the \$228,000 subsidy. Formal Board reports on the status of this program's expenses, use and subsidy will be included in the semi- and annual- Administrative Operations Report. Review of the program use, need and shared-costs will be included as a component of the budget preparation for Fiscal Year 2020/21.

El Dorado Transit staff will continue to develop M.O.R.E. client's routes for both cost and operational efficiency during the contract period.

The proposed draft contract has been reviewed by Michael Tucker, Legal Counsel for El Dorado Transit and ACRC executive staff.

- Compensation based on a one-way trip rate.
 - July 1, 2019 – June 30, 2020 \$20.49 per client per one-way trip
 - July 1, 2020 – June 30, 2021 \$20.49 per client per one-way trip

FISCAL IMPACT

	Preliminary Adopted <u>Fiscal Year 2019/20</u>	Projected <u>Fiscal Year 2020/21</u>
Subsidy	\$228,000	\$233,700

AGREEMENT BETWEEN THE EL DORADO COUNTY TRANSIT AUTHORITY
AND ALTA CALIFORNIA REGIONAL CENTER
FOR TRANSPORTATION SERVICES

VENDOR H06598/895/MORE

THIS AGREEMENT, "Agreement" made this first day of July, 2019, by and between the El Dorado County Transit Authority, hereinafter referred to as "TRANSIT," and the ALTA CALIFORNIA REGIONAL CENTER, hereinafter referred to as "ACRC ."

RECITALS

WHEREAS, TRANSIT operates a daily public transit system within the confines of the Western Slope of El Dorado County; and

WHEREAS, ACRC provides programs and services for the developmentally disabled, including clients served at the Motherlode Rehabilitation Enterprises, Inc. (M.O.R.E.) workshop; and

WHEREAS, the parties entered into a contract dated July, 2016 whereby TRANSIT agreed to provide transportation services to clients of ACRC at the M.O.R.E. workshop; and

WHEREAS, the Agreement to provide transportation services between the parties is mutually beneficial to the parties and the public; and

WHEREAS, ACRC is desirous of continuing to receive services from TRANSIT for transporting clients to the Motherlode Rehabilitation Enterprises, Inc. (M.O.R.E) workshop in the City of Placerville, and

WHEREAS, TRANSIT is desirous of continuing to provide the transportation services as herein provided; and

WHEREAS, this Agreement shall supersede all prior agreements between the parties for transportation services.

NOW, THEREFORE, and in consideration of the mutual promises and agreements herein contained, it is agreed by and between the parties hereto as follows:

I. DUTIES OF PARTIES.

- A. TRANSIT agrees to transport ACRC's clientele (hereinafter referred to as clients) 5 days a week, Monday through Friday, excluding Saturdays, Sundays, and TRANSIT holidays, unless otherwise agreed by the parties.

TRANSIT reserves the right to contract out either part or all of the service described herein to a qualified transit operator/contactor. TRANSIT services as described herein will be confined to the WESTERN Slope of El Dorado County.

- B. ACRC clients shall not receive service on the following holidays unless revised by TRANSIT Resolution:

- New Year's Day (observed days vary)
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving and the day after Thanksgiving
- Christmas Eve
- Christmas Day

- C. In providing the service described in Section IA, TRANSIT may operate up to seven passenger buses with capacities of 16- 35 passengers. The current level of service is seven (7) routes. Additional service may be developed if appropriate funding is provided and the service is approved by the TRANSIT Executive Director.
- D. The buses shall only operate on routes agreed to by both parties. TRANSIT reserves the right to decline to operate over any road or route TRANSIT determines to be unsafe or inappropriate for the buses. In no event shall TRANSIT be obligated to provide service to any client where the route would exceed ninety (90) minutes from the point of pick-up to drop-off.

2. TERM.

TRANSIT shall commence services to ACRC on the first day of July, 2019 and unless amended by both parties, this Agreement shall terminate June 30, 2021. The contract is subject to termination without cause by either party with 60-days written notice.

3. AUTHORITY OF DRIVER.

- A. ACRC clients transported in TRANSIT buses shall be subject to the driver's authority and direction as the driver shall be responsible for the orderly conduct of clients while they are on the bus. Continued disorderly conduct or persistent refusal to submit to a driver's request shall subject a client to removal from the bus.
- B. TRANSIT personnel may refuse to transport, or may remove a client, if in TRANSIT'S opinion, the client, or transportation of the client, poses a threat to the health and/or safety of the client, the driver, other passengers, or TRANSIT property. TRANSIT shall, within one (1) working day following the refusal to transport the client or removal of the client, notify the ACRC Transportation Coordinator.

TRANSIT will make reasonable efforts to place a removed client into the custody of ACRC, a parent or legal guardian or any person designated by the parent or legal guardian of a client. ACRC shall make reasonable efforts to respond immediately to TRANSIT in the event of a client removal. Absent the presence of ACRC or a parent or legal guardian, the client may be released to the custody of law enforcement or another legally responsible individual.

4. RATES.

- A. The rate charged for transporting clients for the ACRC during the three years of the

Agreement shall be as follows:

	<u>Daily Rate Per Client</u> <u>One Way Trip</u>
July 1, 2019 – June 30, 2020	\$20.49
July 1, 2020 – June 30, 2022	\$20.49

- B. TRANSIT shall keep attendance records and submit a copy of the records with the monthly billing to ACRC. Attendance records shall include the number of trips that TRANSIT provided to each client for that billing period. Bills shall be submitted on a monthly basis. ACRC shall make all payments for the service covered by this Agreement by the 20th day following receipt of the invoice.

5. NOTICES.

Notices shall be served by U.S. mail, or in person, to the following:

EL DORADO COUNTY TRANSIT AUTHORITY:

Executive Director
El Dorado County Transit
6565 Commerce Way
Diamond Springs, CA 95619

ALTA CALIFORNIA REGIONAL CENTER:

Phil Bonnet, Executive Director
2241 Harvard Street, #100
Sacramento, CA 95815

6. ASSIGNMENT RESTRICTED. Neither party's rights and obligations under this Agreement shall be assigned without the prior written consent of the other party and any assignment without consent shall be void and have no effect. Subject to this restriction, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, heirs and assigns.
7. WARRANTY OF AUTHORITY. Each signatory below hereby represents and warrants that the individual executing this Agreement on behalf of their respective party has the legal power, right, and actual authority to bind their party to the terms and conditions of this Agreement.
8. PRIOR AGREEMENTS. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and no addition to or modification of any term or provisions shall be effective unless set forth in writing by all parties hereto. This Agreement shall supersede all prior agreements between the parties for transportation services.
9. SEVERABILITY. If any phrase, sentence, clause or provision of this Agreement is held invalid,

the balance of the Agreement shall not be affected, and the Agreement shall be construed to the fullest extent of the law to effectuate the terms of this Agreement.

- 10. CALIFORNIA LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 11. WAIVERS. No waiver by any party of any provision contained in this Agreement shall be deemed a waiver of any other provision herein or of any subsequent breach by either party.
- 12. COUNTERPARTS. This Agreement and any and all other agreements, documents or certificates to be entered into by the parties with respect to the subject matter hereof, may be executed in multiple counterparts. Each such executed counterpart shall be considered on original, and taken together, shall constitute one and the same document. Any signature, notice or other communication with respect to the subject matter hereof may be given by telex, telecopy or other facsimile transmission, the transmission of which shall be concurrently or immediately followed by delivery (personal or by express mail) of any original thereof, and the party receiving a facsimile transmission shall be entitled to reply upon such facsimile to the same extent as if it were an original.

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

ALTA California Regional Center

El Dorado County Transit Authority

By: _____
Phil Bonnet, Executive Director
ALTA California Regional Center

By: _____
Mindy Jackson, Executive Director
El Dorado County Transit Authority

Date: _____

Date: _____

Attest:
By: _____
Clerk of the Board

Date: _____

Approved as to Form:

By: _____
Michael Tucker, Legal Counsel
El Dorado County Transit Authority