

AMADOR TRANSIT BOARD OF DIRECTORS
Thursday, December 6, 2018 – 9:00 A.M.
AMADOR COUNTY TRANSPORTATION COMMISSION OFFICES
Board Room
117 Valley View Way, Sutter Creek, CA 95642
AGENDA

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 Amador Transit System staff at (209) 267-9395 or (209) 267-1462 (fax). Requests must be made as early as possible and at least one-full business day before the start of the meeting.

AGENDA: Approval of agenda for this date. Off agenda items must be approved by the Directors, pursuant to Government Code Section 54954.2.

PUBLIC MATTERS NOT ON THE AGENDA: Discussion items only, no action to be taken. Any persons may address the Board at this time upon any subject within the jurisdiction of Amador Transit; however, any matter that requires action may be referred to staff and/or Committee for a report and recommendation for possible action at a subsequent Commission meeting. Please note - there is a five (5) minute limit per topic.

CONSENT AGENDA (Items 1- 7): Note: Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion and made a part of the regular agenda at the request of a Board Member(s).

1. Board Minutes, November 2018
2. Ridership Analysis, October 2018
3. Ridership Analysis, Amador-Sacramento Express, October 2018
4. Vehicle Maintenance Report, October 2018
5. Performance Report, October 2018
6. Budget/Expenditure Report, October 2018
7. Compliments, Complaints and Service Requests

8. **GENERAL MANAGER VERBAL REPORT (Non-Action Items):**

- None

REGULAR AGENDA ITEMS:

09. Review and approve renewal of Legal Counsel Contract with Cole Huber, LLP (formally Cota Cole & Huber, LLP)
10. **CLAIMS**
11. **ADJOURNMENT**

AMADOR TRANSIT (AT)
MINUTES
November 1, 2018 – 9:00 a.m.

The Amador Transit Board of Directors met at the Amador County Transportation Commission (ACTC) Offices, 117 Valley View Way, Sutter Creek, California on the above date, and the following proceedings were had, to wit:

Present on Roll Call:

Brian Oneto, Chairman
Tim Murphy, Vice Chairman
Jon Colburn
Richard Forster
John Plasse
Dan Epperson (Alternate for Dominic Atlan)

Also Present:

Patricia Maggie Amarant, AT General Manager
John Gedney, ACTC Executive Director
Nancy Champlin, ACTC Administrative Secretary
Gregoria Ponce, Chief, Office of Rural Planning, Caltrans District 10

AGENDA:

Motion: It was moved by Director Forster, seconded by Director Plasse, and carried unanimously to approve the Agenda.

PUBLIC MATTERS NOT ON THE AGENDA: Chairman Oneto noted that Mr. Reinoehl had telephoned to inquire if the Amador Transit Board could hold their meeting because the agenda/packet website link to the meeting was not working. Chairman Oneto talked with County counsel who said he was comfortable going ahead with the meeting as long as the agenda was posted. It was noted that the link is now working.

CONSENT AGENDA:

Motion: It was moved by Director Plasse, seconded by Director Forster, and unanimously carried to approve the Consent Agenda.

General Manager Report: Ms. Amarant reviewed her staff report. The Directors complimented her on the spreadsheet used to tabulate the special events information. Vice Chairman Murphy suggested that those requesting service should be held responsible for the total cost. Ms. Amarant noted that one cost category is marketing. Director Plasse questioned why Amador Transit is marketing an event being sponsored by another entity. The event sponsor should include that Amador Transit is providing rides in their marketing.

Director Colburn asked if paying for the cost should be by farebox recovery or total cost. He added that the Amador County Fair is running on a deficient. The Fair may have to cancel Amador Transit's participation if required to cover the cost of using the buses for the four days.

Vice Chairman Murphy asked about the process to become an annual event. Ms. Amarant explained that if it is a County held annual event it qualifies to be added as part of Amador Transit's calendar. Addition of special events is first approved by this Board.

Gary Reinoehl, County resident, commented that he is glad there is a special event program and it is a benefit for providing another way for people to access an event and to cut down on emissions from cars. He added that since Amador County is no longer in an ozone-attainment area, if there might be some grant funding to help supplement the special events. He is hopeful that Daffodil Days may be added to the annual events calendar. Ms. Amarant will review access for the buses.

Director Plasse asked if any distinction has been made between non-profit and private events. Ms. Amarant replied that the original criteria was only that it be an annual event.

Ms. Amarant also commented that Logisticare services were started on October 15 and within the first ten days, AT was able to transport six passengers (12 trips) and invoice \$379.00. Requests for one or two trips a day are being received. Whenever available, the minivans are being used. Some rides are also being incorporated into Dial-a-Ride.

REGULAR AGENDA:

Claims: Director Forster asked about the medical payments and Ms. Amarant explained that there is an AT portion and an employee portion listed separately on the chart but the total amount is included in one check. This claim list shows separate amounts for two months (10/2 for October and 10/25 for November). The AT and employee portion are also separated out for CalPERS, dental, and vision. Director Forster also asked if there was a yearly audit on the fuel charges. Ms. Amarant replied that Hunt & Sons provides AT with a fuel card for each bus and a breakdown by vehicle monthly.

Motion: It was moved by Director Forster, seconded by Director Plasse, and unanimously carried to approve the revised claims list.

Adjournment:

At 9:30 a.m. the Chairman adjourned the meeting to Thursday, December 6, 2018 at 9:00 a.m. at the Amador County Transportation Commission Offices, 117 Valley View Way, Sutter Creek, California.

Brian, Oneto, Chairman
Amador Transit

ATTEST:

Recording Secretary

Note: Copies of referenced documents are available at the AT and ACTC offices.

SERVICE SUMMARY

OCTOBER 2018

<i>FY 18/19</i>	Service Days
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22

Sacramento	752
Upcountry	495
Plymouth	501
A - Shuttles 5-1 - 5-7	910
B - Shuttles 6-1 - 6-7	815
Ione	385
Dial-A-Ride	1,857
Special Events	-

TOTAL PASSENGERS	5,715
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AV. DAILY	260
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ADULT	1,410
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SENIOR	807
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PERSONS W/DISABILITIES	2,902
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YOUTH	226
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Non-Revenue-PCA	289
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Non-Revenue - Child	9
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Non-Revenue - Family Pass	72
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Wheelchair	380
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Bicycles	98
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FARES PAID BY MONTH/DAY PASS

Monthly Pass	1,039
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\$6 Day Passes Trips	111
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\$6 Day Passes Sold	24
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Cash Fares	\$3,384.90
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FARES PAID BY PRE-PAID TICKETS

Pre-Paid Tix .50¢	
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Pre-Paid Tix \$1.00	1,520
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Pre-Paid Tix \$1.25	-
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Pre-Paid Tix \$1.50	31
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Pre-Paid Tix \$2.00	97
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Pre-Paid Tix \$2.50	-
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Pre-Paid Tix \$3.00	60
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Pre-Paid Tix \$4.00	42
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Pre-Paid Tix \$7.00	42
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Mileage

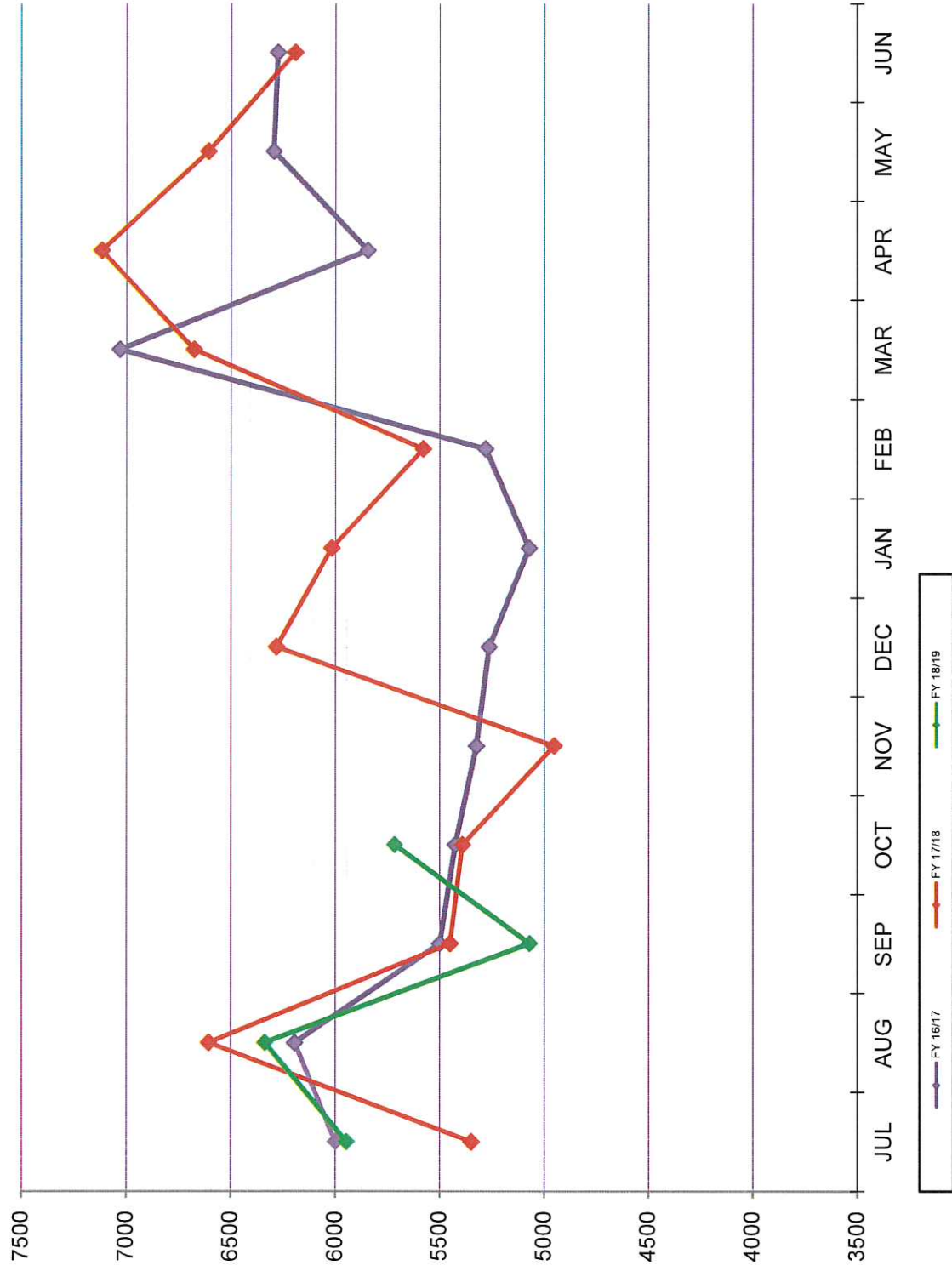
Revenue miles	24,452
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Non-Revenue miles	1548
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**RIDERSHIP ANALYSIS
OCTOBER 2018**

**AMADOR TRANSIT
FISCAL YEAR 2018/2019**

P A S S E N G E R S



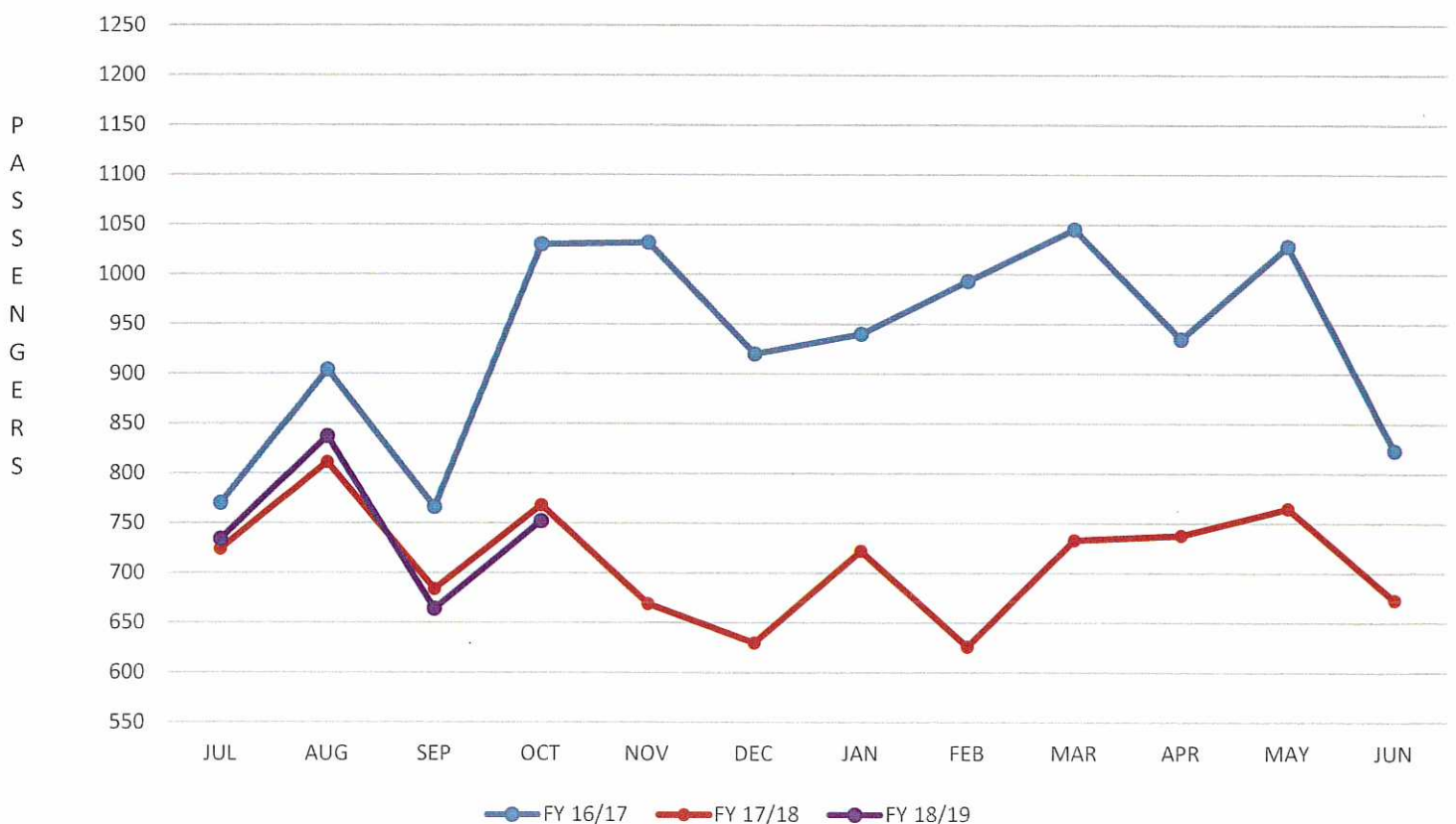
October

% Change from
FY 17/18

+6.0%

AMADOR-SACRAMENTO EXPRESS

MONTH	11 AMADOR/SAC		12 AMADOR/SAC		TOTAL
November 2017	106	220	115	228	669
December 2017	85	190	127	228	630
January 2018	116	231	117	258	722
February 2018	94	214	103	215	626
March 2018	110	257	126	240	733
April 2018	111	259	113	255	738
May 2018	94	268	117	286	765
June 2018	100	231	110	232	673
July 2018	106	233	135	260	734
August 2018	109	279	146	303	837
September 2018	117	232	120	195	664
October 2018	119	264	140	229	752
Average Pass/day Month of Oct. 2018	5.4	12.0	6.4	10.4	34.2



VEHICLE DESCRIPTION *Automatic tire chains	Odometer reading as of 10/31/2018	REPAIR HOURS	Dates	Maintenance Performed for Month of October 2018 Jobs Exceeding \$150 performed since July 2015 (in Gray) FY 2018/2019	Cost for Month Of December	July 2015 to date CUMULATIVE COST (over \$150)
TRK #101 (gas)	128,082					
04 Chev Suburban	ODO					
6-passenger	***					
NON-REVENUE VH						
Mileage for the Month	760				\$0.00	
			10 - 2015	Replace 4 tires, 225/75/R16. 4 TPS, turned front rotors, alignment	\$1,143.00	
			09 - 2015	Replaced alternator	\$151.00	\$1,294.00
TRK #102 (gas)	17,238					
14 F450 4x4	ODO					
3-passenger	***					
NON-REVENUE VH						
Mileage for the Month	79				\$0.00	
TRK #103 (gas)	100,057					
1998 Ford Ranger	ODO					
3-passenger	***					
NON-REVENUE VH						
Mileage for the month	76					
			06 - 2018	4 tires 205/75/14R and Alignment	\$370.17	
			07 - 2015	July 8 - 4 Toyo siped 205/75/R14 \$570	\$570.00	\$940.17

VEHICLE DESCRIPTION *Automatic tire chains	Odometer reading as of 10/31/2018	REPAIR HOURS	Dates	Maintenance Performed for Month of October 2018 Jobs Exceeding \$150 performed since July 2015 (in Gray) FY 2018/2019	Cost for Month Of December	July 2015 to date CUMULATIVE COST (over \$150)
VAN #201 (gas)	15,878	1.50	10 - 2018	PM-B - 1 rear window wiper blade	\$39.07	
15 DODGE CARAVAN	ODO					
1-WC, 5 passenger	***					
mileage for the month	510					\$39.07
VAN #202 (gas)	15,169	1.5	08 - 2018	4 New tires, Invoice # 6620027328	\$656.19	
15 DODGE CARAVAN	ODO		10 - 2018	PM-A		
1-WC, 5 passenger	***					
NON-REVENUE						
Mileage for the Month	175					
	287					\$0.00
VAN #203 (gas)	13,777	1.5	10 - 2018	PM-A AND A TIRE ROTATION		
17 DODGE CARAVAN	ODO					
1-WC, 5 passenger	***					
NON-REVENUE						
Mileage for the Month	652					\$0.00

VEHICLE DESCRIPTION *Automatic tire chains	Odometer reading as of 10/31/2018	REPAIR HOURS	Dates	Maintenance Performed for Month of October 2018 Jobs Exceeding \$150 performed since July 2015 (in Gray) FY 2018/2019	Cost for Month Of December	July 2015 to date CUMULATIVE COST (over \$150)
Bus #301 Diesel	75,674	3.00	10 - 2018	PM-B	\$41.95	
13 Chevrolet	ODO	2.00	10 - 2018	Replaced rear brake pads	\$83.79	
		2.00	10 - 2018	Replaced Hydraulic brake booster, Test drove	\$181.07	
16-passenger 3 w/c	**	0.00	10 - 2018	Air filer	\$35.00	
Mileage for the Month	1,525					
					\$341.81	

A Arm bushings and Alignment Invoice #87394 Hewitt	
09 - 2018	\$388.95
08 - 2018	\$898.86
08 - 2018	\$550.72
07 - 2017	\$1,432.49
03 - 2017	\$415.00
03 - 2017	\$268.71
03 - 2016	\$409.00
	\$2,525.20

\$341.81

VEHICLE DESCRIPTION *Automatic tire chains	Odometer reading as of 10/31/2018	REPAIR HOURS	Dates	Maintenance Performed for Month of October 2018 Jobs Exceeding \$150 performed since July 2015 (in Gray) FY 2018/2019	Cost for Month Of December	July 2015 to date CUMULATIVE COST (over \$150)
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Bus #302 Diesel 76,662
 13 Chevrolet ODO
 16-passenger 3 w/c ***
 Mileage for the Month 0

Out of Service, Transmission

\$0.00

09 - 2018	Front and Rear Shocks	\$185.36
09 - 2018	Control Arm bushing and Alignment invoice #87382 Hewitt	\$454.68
05 - 2018	STEER TIRES 225/75R 16 TOYO HT	\$475.50
09 - 2017	REAR TIRES 225/75/R16 BACK COUNTRY AT	\$898.86
05 - 2016	sent to Maita Chevy for electrical short repair	\$1,105.00
01 - 2016	Hydraulic booster	\$167.00
10 - 2015	Replaced drive tires 225/75/R16 back country	\$852.00
03 - 2016	Replaced Steer tires	\$409.00
		\$3,907.36

VEHICLE DESCRIPTION *Automatic tire chains	Odometer reading as of 10/31/2018	REPAIR HOURS	Dates	Jobs Exceeding \$150 performed since July 2015 (in Gray) 2018/2019	Maintenance Performed for Month of October 2018 FY	Cost for Month Of December	July 2015 to date CUMULATIVE COST (over \$150)
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Bus #401 Diesel	144,816	3.00	10 - 2018		PM-A	\$0.00	
13 Chevrolet	ODO			Maita chevy DEF tank replacement. Invoice # 5995559		\$500.00	
16-passenger 3 w/c	***						
Mileage for the Month	1,423						

						\$500.00	
09 - 2018	Maita repaired emission system Invoice #597652 reconnected plug to door					\$1,827.90	
08 - 2018	Steer tires 225/75/R16 Back Country					\$550.72	
07 - 2018	Maita repair invoice # 595263 replaced indirect injector and did regen					\$1,492.49	
05 - 2018	4 225/75R16 BACK COUNTRY AT					\$898.86	
05 - 2018	R&R POWER STEERING HOSE AND BOX HOUSING					\$185.60	
03 - 2018	Rear end Rebuilt K&T Truck invoice #4620 Maintenance transported bus					\$4,253.08	
03 - 2018	poor quality DEF. 10 codes sent to Maita. Replaced NOX Sensor. Inv 58686					\$1,587.90	
03 - 2018	replaced left head light asy.					\$231.00	
12 - 2017	REAR BRAKE JOB AND REPLACED LEFT PARKING BRAKE SHOES					\$266.65	
12 - 2017	INVOICE # 582587 FROM MAITA DERATING QUILTY POOR. R&R DEF TANK					\$1,316.69	
10 - 2017	TOYOTA OPEN COUNTRY HT 255/75/16					\$477.63	
10 - 2017	RADIATOR, AIR FILTER, DEXCOOL, HYDRO BOOSTER, POWER STEERING					757.13	
06 - 2017	drive tires					\$924.27	
05 - 2017	Replaced w/c lift outer roll stop cylinder					\$268.72	
04 - 2017	Replace front brake pads and rotors					\$280.64	
04 - 2017	Replace front right hub and wheel speed sensor					\$280.94	
03 - 2017	replaced driver convex mirror					\$167.00	
02 - 2017	Steer tires, TOYO siped 225/75/16					\$451.00	
01 - 2017	Replaced parking brake shoes, right brake rotor					\$190.00	
01 - 2017	Maita replaced ring pinion, rear bearing to differential. INV #563195					\$2,741.00	
12 - 2016	Right and Left upper control arms replaced					\$423.00	
09 - 2016	2 steer toyos & 4 back country rear tires					\$1,338.00	
05 - 2016	Replaced front and rear brake pads, right rear rotor, azle shaft seal, bearing and fluid					\$198.00	
04 - 2016	Steer tires, 255/75/r16					\$409.00	
11 - 2015	NOV 20 - Replaced brake hydro booster \$167					\$167.00	
10 - 2015	OCT 1 - 6 225/75/R16 Back Country Tires \$1228.12					\$1,228.00	
10 - 2015	OCT 1 - Replaced AUX and Main Batteries \$203.54					\$203.00	
07 - 2015	July 17 - Steer tires Toyo 255/75/R16 \$470					\$470.00	
07 - 2015	July 22 - Replaced front brake rotors and pads, bled brakes, test drove \$249					\$249.00	
							\$19,963.11

VEHICLE DESCRIPTION *Automatic tire chains	Odometer reading as of 10/31/2018	REPAIR HOURS	Dates	Maintenance Performed for Month of October 2018 Jobs Exceeding \$150 performed since July 2015 (in Gray) FY 2018/2019	Cost for Month Of December	July 2015 to-date CUMULATIVE COST (over \$150)
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Bus #402 Diesel 132,841
13 Chevrolet ODO
16-passenger 3 w/c ***
Mileage for month 1,758

\$0.00

09 - 2018	Front and Rear KYB shocks, WC lift inspection	\$185.36
07 - 2018	Replaced steer and drive tires. Toyos	\$1,415.28
07 - 2018	Front brake pads and rotors	\$193.71
06 - 2018	Rear Brake pads, Rotors, seals, Fluids, Parking brake adjustment	\$292.97
01 - 2018	REPLACED BRAKE HYDRO BOOSTER	\$186.78
10 - 2017	4 DRIVE TIRED TOYOS	\$950.86
07 - 2017	2 steering open country TOYO's 225/75/r16	\$412.21
12 - 2016	Replaced 2 steer tires, 4 drive tires	\$1,285.00
10 - 2016	New power steering pump and drive belt installed	\$259.00
07 - 2016	Accumulator, p/s hose, a/c compressor seals filter, radiator and horn	\$688.00
03 - 2016	Replaced steer and Drive tires.	\$1,228.00
12 - 2015	Replaced brake hydro booster. Added fluid	\$167.00
07 - 2015	Replaced drive tires 255/75/R16 Toyo siped	\$912.00
		\$6,088.85

VEHICLE DESCRIPTION *Automatic tire chains	Odometer reading as of 10/31/2018	REPAIR HOURS	Dates	Maintenance Performed for Month of October 2018 Jobs Exceeding \$150 performed since July 2015 (in Gray) FY 2018/2019	Cost for Month Of December	July 2015 to-date CUMULATIVE COST (over \$150)
Bus #403 Diesel	123,102	3.00	10 - 2018	PM-B	\$44.13	
13 Chevrolet	ODO	10.00	10 - 2018	Replaced brake pads, rotors, brake shoes, gear old, brake fluid	\$499.88	
16-passenger 3 w/c	***	0.00	10 - 2018	Parking brake adjustment Hahns invoice # J044660	\$309.30	
Mileage for month	1,257	4.00	10 - 2018	Inspected brake system, differential, U-Joints, drive line	\$0.00	
					\$853.31	
09 - 2018				Replaced control arm bushing and Alignment invoice #87419	\$348.95	
07 - 2018				Front and rear shocks	\$185.36	
07 - 2018				2 225/75/r16 Toyo HT Steer tires	\$477.65	
05 - 2018				MAITA DIAGNOSIS R&R NOX 2 REGEN INVOICE # 590257	\$1,347.90	
02 - 2018				road call to highway 88 E of lone bus towed in by ATR	\$375.00	
01 - 2018				REPLACED DRIVER TIRES 225/75/16 TOYO	\$898.86	
12 - 2017				STEER TIRES	\$477.36	
08 - 2017				EGR REPAIR WARRANTY	\$160.30	
03 - 2017				Drive tires, TOYOS HT, siped, balance, 225/75/R16	\$922.67	
03 - 2017				Mahta Chevy repairs, invoice #56685	\$302.67	
03 - 2017				R&R tensioner belt	\$184.75	
12 - 2016				PM inspection, service. W/C lift outer rool-stop cylinder repleced	\$271.00	
12 - 2016				Replaced fan clutch, radiator 2 PS hoses, belt	\$774.00	
09 - 2016				2 steer tires toyos, not siped	\$449.00	
03 - 2016				Replaced Drive Tires .	\$819.00	
11 - 2015				Brake hydronic booster	\$256.00	
09 - 2015				Steer tires 225/75/R16Toyo's from stock	\$454.00	\$7,692.51

VEHICLE DESCRIPTION *Automatic tire chains	Odometer reading as of 10/31/2018	REPAIR HOURS	Dates	Maintenance Performed for Month of October 2018 Jobs Exceeding \$150 performed since July 2015 (in Gray) FY 2018/2019	Cost for Month Of December	July 2015 to-date CUMULATIVE COST (over \$150)
Bus #404 Diesel	133,271	3.00	10 - 2018	PM-B	\$0.00	
13 Chevrolet	ODO	4.50	10 - 2018	Front brake rotors, pads, calipers, fluid	\$256.42	
16-passenger 3 w/c	***	0.15	10 - 2018	Replaced right head light Assembly and 1 bulb	\$249.02	
Mileage for the month	2,160	0.00	10 - 2018	Out of service, Rear differential is bad	\$0.00	

09 - 2018	Replaced lower ball joint and Alignment Invoice # 87406 Hewitt	\$283.90
08 - 2018	Cooling system repairs by Maite Invoice # 595884	\$880.00
04 - 2018	4 DRIVE TIRES	\$951.00
02 - 2018	AIR FILTER HOUSING	\$302.22
12 - 2017	REAR DIFERNTIAL REBUILT PERFORMANCE CHEVY INV # C46146	\$2,178.00
09 - 2017	REPLACE DEF INJECTOR AND EXHAUST BURNOFF	\$590.65
08 - 2017	PERFORMANCE CHEVY, AIR FILTER	\$241.87
07 - 2017	Drive tires, 225/75/R16	\$1,101.38
07 - 2017	Steer tires 225/75/R16 toyo's HT	\$412.21
04 - 2017	New front brake pads and new brake boosters	\$300.29
03 - 2017	Replace left headlamp	\$231.01
02 - 2017	Steer tires 225/75/R16	\$451.00
09 - 2016	4 back country tires, back country HT	\$836.00
09 - 2016	2 b ack country HT steer tires	\$418.00
07 - 2016	Main and AUX Batteries	\$203.00
07 - 2016	Hahn's auto replace radiator and p/s hose/hydrobooster, labor	\$893.00
07 - 2016	Radiator, and p/s hose. Supplied own parts	\$384.00
04 - 2016	replaced rear brake pads, left rotor	\$159.00
04 - 2016	replaced upper control arm bushings	\$298.00
11 - 2015	NOV 3 - 225/75/R16 Back Country \$819	\$819.00
07 - 2015	July 14 - Replaced steer tires 255/75R16 siped from stock \$454.04	\$454.00
04 - 2016	throttle body, gaskets	\$292.00
12 - 2015	Replaced MAF sensor, test drove	\$150.00
11 - 2015	Replaced 10 spark plugs and 10 coils with OEM parts	\$546.00
08 - 2015	Replaced radiator, water pump, belt, belt tensioner, idler pulley, and bearings	\$254.00
07 - 2015	Replaced steer tires 255/75/R16	\$454.00

\$12,919.63

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*Bus #405 (gas)	196,485	2.00	10 - 2018	Replaced front AC compressor. Test drove 20 miles	\$375.09	
09 Ford	ODO	1.00	10 - 2018	Replaced serpentine belt	\$46.78	
16-passenger 2 w/c	***	1.50	10 - 2018	Replaced belt tensioner and 1 idler pulley, still hear bearing noise	\$144.77	
Mileage for the Month	2,682					

09 - 2018	2 Toyo HT siped. 4 Back country AT tires	\$566.64
08 - 2018	Hahns, engine replaced Invoice # JO44327	\$1,386.58
07 - 2018	engine running rough and using coolant.repairs by hahns INV JO44186	\$7,869.18
02 - 2018	Hahns engine repair blown spark plug invoice# JO43231 replaced box wires etc	\$1,547.02
08 - 2017	REPLACED ALTERNATOR AND PIG TAIL, REPLACED RUBBER GROMMET	\$541.97
07 - 2017	replaced radiator 2 spark plugs coils and a heater hose	\$329.41
06 - 2017	Steer and Drive tires	\$786.09
06 - 2017	Replaced rear A/C compressor and repaired heater hose coolant leak	\$1,375.49
05 - 2017	Throttle Body repair by ron dupratt ford	\$256.44
09 - 2016	drive tires, 4 back country AT	\$210.00
08 - 2016	Steer tires	\$836.00
08 - 2016	Replaced alternator, EMF Shield on TPS and TPS wire harness and EMS tape	\$488.00
08 - 2016	road call to fuel card lock,alternator bearings failed, bus towed to shop	\$425.00
04 - 2016	Hahn's repairs, invoice #34105	\$400.00
04 - 2016	throttle body, gaskets	\$3,516.00
12 - 2015	Replaced MAF sensor, test drove	\$292.00
11 - 2015	Replaced 10 spark plugs and 10 coils with OEM parts	\$150.00
08 - 2015	Replaced radiator, water pump, belt, belt tensioner, idler pully, and bearings	\$546.00
07 - 2015	Replaced steer tires 255/75/R16	\$254.00
07 - 2015	July 14 - Replaced steer tires 255/75R16 siped from stock \$454.04	\$454.00
04 - 2016	throttle body, gaskets	\$454.00
12 - 2015	Replaced MAF sensor, test drove	\$292.00
11 - 2015	Replaced 10 spark plugs and 10 coils with OEM parts	\$150.00
08 - 2015	Replaced radiator, water pump, belt, belt tensioner, idler pully, and bearings	\$546.00
07 - 2015	Replaced steer tires 255/75/R16	\$254.00
		\$454.00

\$13,010.40

VEHICLE DESCRIPTION *Automatic tire chains	Odometer reading as of 10/31/2018	REPAIR HOURS	Dates	Maintenance Performed for Month of October 2018 Jobs Exceeding \$150 performed since July 2015 (in Gray) FY 2018/2019	Cost for Month Of December	July 2015 to date CUMULATIVE COST (over \$150)
Bus #501 (gas)	221,649	2.00	10 - 2018	Replaced front AC compressor. Test drove 20 miles	\$375.09	
06 Chevrolet	ODO	1.00	10 - 2018	Replaced serpentine belt	\$46.78	
28-passenger 2 w/c	***	1.50	10 - 2018	Replaced belt tensioner and 1 idler pulley, still hear bearing noise	\$144.77	
Mileage for the Month	262					
						\$566.64
			09 - 2018	2 Amber front turn signal lights	\$176.80	
			08 - 2018	Sterling auto invoice # 12728 Replaced heater core	\$544.18	
			07 - 2018	Replaced both batteries group 31	\$235.40	
			12 - 2017	2 STEER TIRES TOYO 19.5	\$884.03	
			12 - 2017	REPLACED 2 OIL COOLER LINES	\$178.35	
			12 - 2017	R&R RADIATOR	\$632.11	
			10 - 2017	4 RE-CAP TIRES	\$722.66	
			10 - 2017	REPLACED REAR AC COMPRESSOR AND BELT; CHARGED SYSTEM	\$424.92	
			05 - 2017	upper alternator	\$405.07	
			05 - 2017	replaced master brake cylinder, bled brake, steam cleaned engine	\$325.77	
			04 - 2017	Steer and drive tires Toyos	\$2,712.89	
			01 - 2017	Replaced brake hydraulic booster. 1 qt, Dextron VI, power steering, filter.	\$641.00	
			01 - 2017	Out of service @ Bett's	\$1,573.00	
			12 - 2016	Main, Aux batteries	\$233.00	
			11 - 2016	Electric brake pump	\$300.00	
			09 - 2016	mello invoice #31914 Transmission repair, torq converter rebuilt	\$1,696.00	
			09 - 2016	R and L tie rod ends and drag link	\$503.00	
			06 - 2016	Replaced windshield	\$405.00	
			11 - 2015	2 Steer tires from stock. 245/70R19.5	\$938.00	
			09 - 2015	245/70R19.5 Drive tires Toyos. Recap	\$757.00	
			09 - 2015	Replaced belt tensioner and surp belt	\$150.00	
						\$4,982.00

VEHICLE DESCRIPTION *Automatic tire chains	Odometer reading as of 10/31/2018	REPAIR HOURS	Dates	Maintenance Performed for Month of October 2018 Jobs Exceeding \$150 performed since July 2015 (in Gray) FY 2018/2019	Cost for Month Of December	July 2015 to-date CUMULATIVE COST (over \$150)
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Bus #503 (diesel)	104,150	4.00	10 - 2018	PM A 1 fuel filter and air filter	\$108.00	
2014 Chevy Glaval	ODO	0.15	10 - 2018	4.3 Gallons of DEF	\$12.42	
	***	0.15	10 - 2018	3.6 Gallons of DEF	\$10.40	
Mileage for the Month	2,249					

						\$130.82
08 - 2018				225/70/22.5 Invoice # 66200229266		\$870.35
07 - 2018				Horn inop. Removed steering column replaced upper steering shaft		\$751.08
06 - 2018				Rear AC compressor		\$379.20
12 - 2017				STEER TIRES 255/70/R22.5		\$857.75
10 - 2017						\$2,182.38
07 - 2017				Front a/c compressor		\$184.53
06 - 2017				Drive Tires		\$1,173.52
02 - 2017				2 steer tires, 4 retread		\$1,839.00
05 - 2016				replaced coolant surge tank		\$189.00
04 - 2016				4 drive tires, 255/70/r22.5 recap		\$921.00
07 - 2015				255/70/R22.5 Drive tires recapped		\$954.00
						\$9,431.46

VEHICLE DESCRIPTION *Automatic tire chains	Odometer reading as of 10/31/2018	REPAIR HOURS	Dates	Maintenance Performed for Month of October 2018 Jobs Exceeding \$150 performed since July 2015 (in Gray) FY 2018/2019	Cost for Month Of December	July 2015 to-date CUMULATIVE COST (over \$150)
Bus #504 (diesel)	108,894	3.00	10 - 2018	Master brake cylinder brake fluid.	\$520.04	
2014 Chevy Glaval	ODO	0.00	10 - 2018	Brake warning light on, sent to Delta truck. Invoice # R008111775:1	\$601.23	
	***	0.15	10 - 2018	5.5 Gallons of DEF	\$15.83	
Mileage for the Month	1,866					
			12 - 2017	WINDSHIELD	\$1,137.10	
			12 - 2017	TURBO ASSIST. DELTA FREIGHTLINGER REPAIR	\$182.12	
			09 - 2017	DELTA TRUCK DIAGNOSED AND REPLACED CRANKCASE BREATHER FILTER	\$2,378.55	
			06 - 2017	Fron and rear tires, 255/722.5	\$538.60	
			01 - 2017	Diagnostic check engine light, replaced batteries	\$1,879.53	
			09 - 2016	Replaced left inside drive tire. Unrepairable damage	\$150.00	
			08 - 2016	Steer tires	\$182.00	
			08 - 2016	drive tires, recap-prepaid	\$891.67	
			06 - 2016	2 group 31 batteries	\$776.33	
			02 - 2016	Toyos Steer tires, 255/70/R22.5 Siped	\$359.00	
			02 - 2016	Recapped drive tires 255/70r22.5 from stock, mounted/balanced/stems rblt	\$890.00	
					\$776.00	\$9,003.80

VEHICLE DESCRIPTION *Automatic tire chains	Odometer reading as of 10/31/2018	REPAIR HOURS	Dates	Maintenance Performed for Month of October 2018 Jobs Exceeding \$150 performed since July 2015 (in Gray) FY 2018/2019	Cost for Month Of December	July 2015 to-date CUMULATIVE COST (over \$150)
Bus #505 (diesel)	15,546	3.00	10 - 2018	PM-A	\$0.00	
2017 Freightliner	ODO	0.15	10 - 2018	2.8 Gallons of DEF	\$8.09	
	***	0.15	10 - 2018	3.4 Gallons of DEF	\$9.82	
Mileage for the Month	2,569	0.15	10 - 2018	3 Gallons of DEF	\$8.67	
		0.15	10 - 2018	3 Gallons of DEF	\$8.67	
					\$35.25	

VEHICLE DESCRIPTION *Automatic tire chains	Odometer reading as of 10/31/2018	REPAIR HOURS	Dates	Maintenance Performed for Month of October 2018 Jobs Exceeding \$150 performed since July 2015 (in Gray) FY 2018/2019	Cost for Month Of December	July 2015 to-date CUMULATIVE COST (over \$150)
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Bus #506 (diesel) 9,498

2017 FREIGHTLINER ODO

Mileage for The Month 251

Returned from Deltra truck center still Out of Service

\$0.00

\$0.00

VEHICLE DESCRIPTION *Automatic tire chains	Odometer reading as of 10/31/2018	REPAIR HOURS	Dates	Maintenance Performed for Month of October 2018 Jobs Exceeding \$150 performed since July 2015 (in Gray) FY 2018/2019	Cost for Month Of December	July 2015 to-date CUMULATIVE COST (over \$150)
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Bus #507 (diesel)	13,769					
2017 FREIGHTLINER	ODO					

Mileage for the Month	671					

\$0.00



\$0.00

VEHICLE DESCRIPTION *Automatic tire chains	Odometer reading as of 10/31/2018	REPAIR HOURS	Dates	Maintenance Performed for Month of October 2018 Jobs Exceeding \$150 performed since July 2015 (in Gray) FY 2018/2019	Cost for Month Of December	July 2015 to-date CUMULATIVE COST (over \$150)
Bus #508 (diesel)	14,668	0.50	10 - 2018	Drive tires 19.5 Recaps	\$722.64	
2017 FREIGHTLINER	ODO	0.15	10 - 2018	2 Gallons of DEF	\$5.78	
	***	0.15	10 - 2018	3.5 Gallons of DEF	\$10.11	
Mileage for the Month	2,551	0.15	10 - 2018	3 Gallons of DEF	\$8.67	
					<u>\$747.20</u>	
						\$0.00

VEHICLE DESCRIPTION *Automatic tire chains	Odometer reading as of 10/31/2018	REPAIR HOURS	Dates	Maintenance Performed for Month of October 2018 Jobs Exceeding \$150 performed since July 2015 (in Gray) FY 2018/2019	Cost for Month Of December	July 2015 to-date CUMULATIVE COST (over \$150)
Bus #602 (diesel)	285,197	3.00	10 - 2018	PM-B	\$59.70	
09 GMC	ODO	3.00	10 - 2018	Replaced Main belt, idler pulley AC belt and air filter	\$150.72	
36-passenger 2 w/c	***	1.00	10 - 2018	Replaced 2 WC platform lights	\$129.30	
Mileage for the Month	2,228				\$339.72	
08 - 2018 1 DOT red, 1 DOT amber. W/C lift Struts. P/S Filter. 1 QT of ATF VI						
05 - 2018 BRAKE BOOSTER PUMP AND O RINGS						
12 - 2017 INVOICE # 21538 DAVIS TRUCK PAINTING REPLACED PANELING						
08 - 2017 REPLACED REAR BRAKE PADS						
12 - 2016 Replaced cracked exhaust pipe (manifold to turbo)						
12 - 2016 Replaced Multi-function switch (OEM)						
11 - 2016 Replaced main batteries						
09 - 2016 Radiator, lower hose, cross over flow hose and coolant, clamps						
08 - 2016 drive tires						
05 - 2016 Rear A/C Compressor and V belt and 2 filter dryer						
04 - 2016 steer tires, toyo siped 245/70/19.5						
12 - 2015 Replaced brake hydronic booster, adjusted telma brake retarder switch, pressure washed engine compartment and test drove						
09 - 2015 Installed new lower A/C comp. both belts, main tensioner, idlers, towed						
09 - 2015 Installed new PS pump, filter, rebuilt PS gearbox, New draglink installed						
07 - 2015 Air filter lower housing, nut clip, mass air sensor, gromet and bushing, test drive and road call						
07 - 2015 PCM refurbished						
07 - 2015 Hahn's Auto troubleshoot, diagnostic \$789						
07 - 2015 Performance Chevy, EGR valve and cooler, both valve covers,						
drained oil from intercooler, diesel exhaust filter, rest data, manual regen, test drive						
07 - 2015 July 3 - Broken down on CA-16, towed to Performance Chevy \$425						
					\$7,127.00	
					\$425.00	\$21,244.59

VEHICLE DESCRIPTION *Automatic tire chains	Odometer reading as of 10/31/2018	REPAIR HOURS	Dates	Maintenance Performed for Month of October 2018 Jobs Exceeding \$150 performed since July 2015 (in Gray) FY 2018/2019	Cost for Month Of December	July 2015 to date CUMULATIVE COST (over \$150)
*Bus #701 (diesel) 2016 Freightliner - Glaval	79,468 ODO	3	10 - 2018	PM-B	\$68.85	
		1.00	10 - 2018	Replaced front brake pads	\$105.11	
33-passenger 2 w/c Mileage for the Month	*** 3,205	0.15	10 - 2018	4 Gallons of DEF	\$11.56	
			07 - 2018		\$185.52	
			04 - 2018	PM-B	\$154.61	
			04 - 2018	DRIVE TIRES 255/70R22.5 RECAPS	\$726.84	
			04 - 2018	255/70R/22.5 STEER TIRES	\$912.75	
			02 - 2018	DELTA TRUCK CENTER TRANSMISSION CODE INVOICE # R008105058:01	\$285.92	
					\$1,925.51	

VEHICLE DESCRIPTION *Automatic tire chains	Odometer reading as of 10/31/2018	REPAIR HOURS	Dates	Maintenance Performed for Month of October 2018 Jobs Exceeding \$150 performed since July 2015 (in Gray) FY 2018/2019	Cost for Month Of December	July 2015 to-date CUMULATIVE COST (over \$150)
TOTALS	28,909	37			6,041.45	119,297

Vehicles no longer in Service

*Bus #27 (diesel) 02 Ford 20-passenger 4 w/c	315,082 ODO ***					\$6,508.21
Bus #502 06 Chevrolet 28-passenger 2 w/c	169,913 ODO ***					\$215.00
Bus #601 (diesel) 02 Glavel 32-passenger 2w/c	305,763 ODO					\$4,023.00

PERFORMANCE SUMMARY
OCTOBER 2018

AMADOR TRANSIT
FY 2018/19

	Jul-18	Aug-18	Sep-18	Oct-18	TO-DATE	YEAR 17/18 to Date
RIDERSHIP-FIXED ROUTE/DAR						
FIXED ROUTE & DAR PASSENGERS	5,213	5,499	4,405	4,963	20,080	19,810
SENIORS	634	713	580	631	2,558	2,628
DISABLED	2,611	2,827	2,353	2,858	10,649	9,370
WHEELCHAIR	414	459	363	379	1,615	1,071
%SENIORS / DISABLED	70%	73%	75%	78%	74%	66%
YOUTH	309	249	154	115	827	586
%YOUTH	6%	5%	3%	2%	4%	3%
BIKES	70	79	41	92	282	
OPERATIONS						
TOTAL SERVICE DAYS	23	23	19	22	87	86
VEHICLE SERVICE HOURS	1,052	1,122	871	970	4,015	4,253
PASSENGER PER HOUR	5.0	4.9	5.1	5.1	5.0	4.7
VEHICLE SERVICE MILES	19,615	21,596	17,652	20,450	79,313	76,153
VEHICLE NON-REVENUE MILES	1,295	1,383	1,182	1,412	5,272	5,371
PASSENGER PER MILE	0.27	0.25	0.25	0.24	0.25	0.26
COSTS						
MONTHLY EXPENSES (Operating Costs)	216,886	140,591	154,021	\$136,444	647,942	\$547,309
COST PER PASSENGER	\$41.60	\$25.57	\$34.97	\$27.49	\$32.27	\$27.63
COST PER MILE	\$11.06	\$6.51	\$8.73	\$6.67	\$8.17	\$7.19
COST PER HOUR	\$206.17	\$125.30	\$176.83	\$140.66	\$161.38	\$128.69
REVENUE						
FIXED ROUTE/DAR FAREBOX REVENUE	5,603	8,571	6,791	\$8,302	29,268	\$32,221
ADVERTISING SALES	5,030	5,871	5,088	\$2,821	18,810	\$17,192
TOTAL FAREBOX RATIO	5.64%	14.17%	10.18%	10.83%	14.38%	10.71%
SACRAMENTO ROUTE						
PASSENGERS	734	837	664	752	2,987	2,987
SENIORS	149	185	124	176	634	642
DISABLED	57	53	34	44	188	294
WHEELCHAIR	4	8	2	1	15	17
%SENIORS / DISABLED	29%	29%	24%	29%	28%	32%
YOUTH	55	54	92	111	312	264
%YOUTH	7%	6%	14%	15%	10%	9%
BIKES	7	1	5	6	19	
VEHICLE SERVICE HOURS	138	151	125	144	558	550
PASSENGER PER HOUR	5.3	5.5	5.3	4.3	5.4	5.4
VEHICLE SERVICE MILES	3,822	4,192	3,464	4,004	15,482	15,560
VEHICLE NON-REVENUE MILES	128	140	116	134	518	516
PASSENGER PER MILE	0.19	0.20	0.19	0.19	0.19	0.19
OPERATING COST						
(Amador City to Sac City Line)						
COST PER PASSENGER	3,652	4,000	3,304	\$3,826	14,782	\$14,609
COST PER MILE	\$4.98	\$4.78	\$4.98	\$5.09	\$4.95	\$4.89
COST PER HOUR	\$0.96	\$0.95	\$0.95	\$0.96	\$0.95	\$0.94
SAC FAREBOX REVENUE	\$26.46	\$26.49	\$26.43	\$26.57	\$26.49	\$26.56
SAC CONTRACT REVENUE	1,395	1,769	2,640	2,454	8,258	\$5,312
	0	22,183	8,075	\$7,301	37,559	\$21,724

AMADOR TRANSIT
STATEMENT OF NET POSITION
As of October 31, 2018

	<u>Oct 31, 18</u>
ASSETS	
Current Assets	
Checking/Savings	
11100 · 8786 Wells Fargo - Operating	150,998.83
11200 · 8794 Wells Fargo Savings Res	
11210 · Fleet Reserve	407,707.75
11220 · Building Reserve	50,371.55
11230 · Equipment Reserve	29,770.27
11200 · 8794 Wells Fargo Savings Res - Other	141,766.89
Total 11200 · 8794 Wells Fargo Savings Res	<u>629,616.46</u>
11300 · 8802 Wells Fargo Savings-Grants	
10200s · PTMISEA	
10260s · MOA Facility Upgrades	32,265.67
10265s · Operating Imp (Shop Equipment)	6,390.18
Total 10200s · PTMISEA	<u>38,655.85</u>
10400s · Cal OES	6,814.23
10700 · SGR Funds	43,156.49
10725 · LCTOP Operating Funds	51,093.00
11300 · 8802 Wells Fargo Savings-Grants - Other	25,077.55
Total 11300 · 8802 Wells Fargo Savings-Grants	<u>164,797.12</u>
11400 · Petty Cash	350.68
Total Checking/Savings	<u>945,763.09</u>
Accounts Receivable	
11505 · UMPQUA Checking AR	12,000.00
12004 · Mobility Management	61,728.00
12010 · Grant Awards Receivable	18,155.00
12020 · LCTOP from ACTC	51,093.00
Total Accounts Receivable	<u>142,976.00</u>
Other Current Assets	<u>21,163.67</u>
Total Current Assets	1,109,902.76
Fixed Assets	
15100 · LAND	254,026.00
15200 · BUILDING	2,157,452.27
15300 · EQUIPMENT	
15500 · COMPUTERS AND SOFTWARE	106,244.28
15300 · EQUIPMENT - Other	260,153.33
Total 15300 · EQUIPMENT	<u>366,397.61</u>
15350 · Bus Equipment	23,986.01
15400 · VEHICLES	2,417,515.59
16000 · ACCUMULATED DEPRECIATION	<u>(2,385,499.00)</u>

AMADOR TRANSIT
STATEMENT OF NET POSITION
As of October 31, 2018

	<u>Oct 31, 18</u>
Total Fixed Assets	2,833,878.48
Other Assets	
19000 · Deferred Outflow Pension	287,035.00
Total Other Assets	287,035.00
TOTAL ASSETS	<u>4,230,816.24</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · ACCOUNTS PAYABLE	(1,310.38)
Total Accounts Payable	(1,310.38)
Other Current Liabilities	
20100 · Accrued Insurance Payable	20,355.17
21000 · Deferred Revenue PTMISEA	735,286.01
21200 · Deferred revenue Caltrans	18,155.00
21500 · Deferred Revenue Cal-OES	41,698.06
21600 · Unearned Revenue -STA	601,513.74
21700 · Unearned Revenue - LTF	464,360.00
22000 · Accrued Leave Balance	36,150.90
23000 · Accrued Payroll	18,395.10
23001 · Payroll Liabilities	
24001 · Direct Deposit Liabilities	199.37
25000 · CalPERS Classic Retirement	6,185.29
25020 · CalPERS 2@62	4,385.04
25100 · CalPERS 457 Plan	645.00
23001 · Payroll Liabilities - Other	(192.27)
Total 23001 · Payroll Liabilities	11,222.43
24020 · Medical	132.87
24021 · Aflac	30.94
24030 · Dental Liab	0.09
Total Other Current Liabilities	1,947,300.31
Total Current Liabilities	1,945,989.93
Long Term Liabilities	
22400 · Pension Liability	926,576.00
26100 · Deferred Inflow Pension	66,524.00
Total Long Term Liabilities	993,100.00
Total Liabilities	2,939,089.93
Equity	
31300 · INVESTED IN CAPITAL ASSETS	1,275,244.57
32000 · UNRESTRICTED NET ASSETS	(129,885.30)
32001 · *Unrestricted Net Assets	413,905.82
32005 · Amador Rides Fund Balance	2,018.38

5:08 PM

11/08/18

Accrual Basis

AMADOR TRANSIT
STATEMENT OF NET POSITION
As of October 31, 2018

	<u>Oct 31, 18</u>
Net Income	<u>(269,557.16)</u>
Total Equity	<u>1,291,726.31</u>
TOTAL LIABILITIES & EQUITY	<u>4,230,816.24</u>

AMADOR TRANSIT

Annual Budget vs. Actual

October 2018 = 33% of year

	Jul - Oct 18	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
41000 · OPERATING REVENUE				
41100 · FIXED ROUTE REVENUE	26,654.24	94,000.00	-67,345.76	28.4%
41200 · DIAL-A-RIDE REVENUE	9,597.96	28,000.00	-18,402.04	34.3%
41300 · SACRAMENTO SERV.CONTRACT	37,558.86	85,000.00	-47,441.14	44.2%
Total 41000 · OPERATING REVENUE	73,811.06	207,000.00	-133,188.94	35.7%
42000 · NON-OPERATING REVENUES				
42100 · LOCAL TRANSP FUND(LTF)	193,196.19	669,000.00	-475,803.81	28.9%
42250 · SGR Funds	0.00	110,000.00	-110,000.00	0.0%
42300 · 5311 Operating Assistance	205,508.00	205,508.00	0.00	100.0%
42400 · 5310 Expanded Mobility	0.00	201,142.00	-201,142.00	0.0%
42500 · ADVERTISING CONTRACT	18,809.75	50,000.00	-31,190.25	37.6%
42700 · STATE TRANSIT ASSISTANCE	0.00	283,335.00	-283,335.00	0.0%
44000 · REFUNDS & REIMBURSEMENTS	138.18			
44100 · Interest	97.34			
Total 42000 · NON-OPERATING REVENUES	417,749.46	1,518,985.00	-1,101,235.54	27.5%
46060 · PROP 1B-CAL-EMA	0.00	0.00	0.00	0.0%
Total Income	491,560.52	1,725,985.00	-1,234,424.48	28.5%
Gross Profit	491,560.52	1,725,985.00	-1,234,424.48	28.5%
Expense				
50010 · LABOR				
50100 · SALARIES & WAGES - Fixed Route	107,277.00	325,000.00	-217,723.00	33.0%
50200 · SALARIES & WAGES - DAR	27,270.15	68,000.00	-40,729.85	40.1%
50300 · MAINT.& FACILITIES WAGES	49,882.92	164,650.00	-114,767.08	30.3%
50400 · ADMINISTRATIVE WAGES	72,712.19	200,000.00	-127,287.81	36.4%
50500 · OTHER SALARIES & WAGES	38,816.51	102,000.00	-63,183.49	38.1%
Total 50010 · LABOR	295,958.77	859,650.00	-563,691.23	34.4%
51000 · BENEFITS				
51100 · FICA	4,196.50	12,000.00	-7,803.50	35.0%
51150 · PENSION PLAN (CalPERS)	83,504.71	128,000.00	-44,495.29	65.2%
51200 · MEDICAL PLAN	20,211.18	64,000.00	-43,788.82	31.6%
51260 · DENTAL PLAN	1,543.56	4,500.00	-2,956.44	34.3%
51300 · VISION PLAN	423.16	1,500.00	-1,076.84	28.2%
51350 · WORKERS COMP INS	22,200.00	58,000.00	-35,800.00	38.3%
51420 · DISABILITY INSURANCE	2,501.55	7,000.00	-4,498.45	35.7%

AMADOR TRANSIT

Annual Budget vs. Actual

October 2018 = 33% of year

	Jul - Oct 18	Budget	\$ Over Budget	% of Budget
51449 • FUTA (to be refunded)	31.86			
51450 • UNEMPLOYMENT INSURANCE	584.08	9,000.00	-8,415.92	6.5%
51600 • UNIFORMS/WORK CLOTHES ALLOW	1,657.12	4,000.00	-2,342.88	41.4%
51650 • OTHER BENEFITS	1,265.50	2,000.00	-734.50	63.3%
Total 51000 • BENEFITS	138,119.22	290,000.00	-151,880.78	47.6%
52000 • SERVICES & USER FEES				
52100 • VEHICLE TECH SERV-OUTSOURCE	18,533.40	25,000.00	-6,466.60	74.1%
52150 • PROPERTY MAINTENANCE SERVICES	439.00	8,000.00	-7,561.00	5.5%
52170 • CONTRACT IT SERVICES	158.00	1,000.00	-842.00	15.8%
52250 • LEGAL COUNSEL	537.50	1,500.00	-962.50	35.8%
52300 • ADVERTISING & MARKETING	5,168.87	11,000.00	-5,831.13	47.0%
52350 • LEGAL NOTICES	197.05	250.00	-52.95	78.8%
52400 • SOFTWARE MAINTENANCE FEES	5,652.34	5,000.00	652.34	113.0%
52420 • DRUG & ALCOHOL SERVICES	1,821.50	1,900.00	-78.50	95.9%
52500 • FACILITY SECURITY SYSTEM	1,862.50	4,000.00	-2,137.50	46.6%
52550 • GSA COST ALLOC-(POSTAGE/PRINT)	130.94	900.00	-769.06	14.5%
52600 • PROFESSIONAL & TECH SERVICES	5,913.81	10,500.00	-4,586.19	56.3%
52610 • Fees Bank, Merchant, Service	379.28	1,400.00	-1,020.72	27.1%
Total 52000 • SERVICES & USER FEES	40,794.19	70,450.00	-29,655.81	57.9%
53000 • MATERIALS & SUPPLIES CONSUMED				
53100 • FUEL	49,401.04	139,000.00	-89,598.96	35.5%
53150 • TIRES	8,744.54	20,000.00	-11,255.46	43.7%
53200 • LUBRICATION	66.14	6,000.00	-5,933.86	1.1%
53250 • TOOLS	72.60	1,200.00	-1,127.40	6.1%
53300 • VEHICLE MAINT-REPAIR PARTS	8,731.11	23,000.00	-14,268.89	38.0%
53350 • SHOP SUPPLIES (Consumables)	1,049.33	4,100.00	-3,050.67	25.6%
53400 • VEHICLE ACCESSORIES	158.55	1,000.00	-841.45	15.9%
53425 • TOWING	2,972.50	1,700.00	1,272.50	174.9%
53450 • FACILITIES MAINT/REPAIR PARTS	2,019.33	5,500.00	-3,480.67	36.7%
53500 • TRANSIT CENTER SUPPLIES	161.26	900.00	-738.74	17.9%
53550 • OFFICE SUPPLIES	1,857.26	9,000.00	-7,142.74	20.6%
53650 • PRINTING (Schedules, Brochures)	2,932.77	8,500.00	-5,567.23	34.5%
53670 • COMPUTER PROGRAM & SUPPLIES	418.11	3,000.00	-2,581.89	13.9%
53700 • SAFETY & EMERGENCY SUPPLIES	104.72	800.00	-695.28	13.1%
53750 • OTHER MATERIALS & SUPPLIES	16.49	1,000.00	-983.51	1.6%
Total 53000 • MATERIALS & SUPPLIES CONSUMED	78,705.75	224,700.00	-145,994.25	35.0%
54000 • UTILITIES				
54100 • AT WATER/SEWER/GARBAGE	1,540.27	3,200.00	-1,659.73	48.1%
54200 • AT -PGE	4,543.49	13,000.00	-8,456.51	34.9%
54300 • TRANSIT CTR/WATER/SEWER/GARB	1,042.09	2,000.00	-957.91	52.1%
54400 • TRANSIT CENTER-PGE	2,269.34	6,500.00	-4,230.66	34.9%
54450 • TRANSIT CENTER-INTERNET	761.52	2,100.00	-1,338.48	36.3%

5:06 PM

11/08/18

Accrual Basis

AMADOR TRANSIT

Annual Budget vs. Actual

October 2018 = 33% of year

	Jul - Oct 18	Budget	\$ Over Budget	% of Budget
54500 · OFFICE PHONES/FAX/INTERNET	1,775.29	5,200.00	-3,424.71	34.1%
54550 · CELLULAR SERVICE	1,743.56	5,000.00	-3,256.44	34.9%
54700 · Wi-Fi (Sacramento Bus)	431.17	850.00	-418.83	50.7%
Total 54000 · UTILITIES	14,106.73	37,850.00	-23,743.27	37.3%
56000 · CASUALTY & LIABILITY COSTS				
56100 · LIABILITY & PROPERTY DAMAGE INS	70,553.79	105,000.00	-34,446.21	67.2%
Total 56000 · CASUALTY & LIABILITY COSTS	70,553.79	105,000.00	-34,446.21	67.2%
58000 · MISCELLANEOUS (NEW)				
58050 · DUES & SUBSCRIPTIONS	337.22	1,900.00	-1,562.78	17.7%
58200 · TRAVEL & MEETINGS	1,824.21	3,000.00	-1,175.79	60.8%
58300 · SAFETY PROGRAM	427.90	600.00	-172.10	71.3%
58400 · TRAINING-Seminars & Materials	1,017.00	1,700.00	-683.00	59.8%
58450 · CDL/ DOT MED/BkGrnd Checks	1,085.00	1,700.00	-615.00	63.8%
58500 · Penalties/Late Fees	0.00	400.00	-400.00	0.0%
58600 · Other Miscellaneous	0.00	1,000.00	-1,000.00	0.0%
Total 58000 · MISCELLANEOUS (NEW)	4,691.33	10,300.00	-5,608.67	45.5%
59000 · LEASES / RENTALS				
59100 · Leases & Rentals	5,257.47	16,000.00	-10,742.53	32.9%
Total 59000 · LEASES / RENTALS	5,257.47	16,000.00	-10,742.53	32.9%
Total Expense	648,187.25	1,613,950.00	-965,762.75	40.2%
Net Ordinary Income	-156,626.73	112,035.00	-268,661.73	-139.8%
Other Income/Expense				
Other Expense				
60000 · CAPITAL OUTLAY				
60125 · Cap.Reserve-Equip. LTF/STA	6,360.54			
60150 · Cap.Reserve-Building LTF/STA	1,544.75			
60000 · CAPITAL OUTLAY - Other	1,240.00			
Total 60000 · CAPITAL OUTLAY	9,145.29			
60300 · CAL-OES PROP 1B	29,795.72	35,909.95	-6,114.23	83.0%
60700 · State of Good Repair Expenses	10,790.00	53,946.49	-43,156.49	20.0%
Total Other Expense	49,731.01	89,856.44	-40,125.43	55.3%
Net Other Income	-49,731.01	-89,856.44	40,125.43	55.3%
Net Income	-206,357.74	22,178.56	-228,536.30	-930.4%

~~Tom~~
From the desk of

Ms. C. M. Scarpelli

Thank u 4 being
a Safe driver.
It's important 2 me.

Cindy

from 7



Serving Amador County Since 1977

SUBJECT: Legal Services Contract Renewal

TO: Amador Transit Board of Directors
FROM: Patricia Amarant, General Manager
DATE: December 6, 2018

RECOMMENDATION: Review and approve renewal of Cole Huber, LLP (formerly Cota Cole & Huber, LLP) Legal Services Contract.

The current contract with Cota Cole & Huber, LLP, Attorneys at Law, in Roseville expires December 31, 2018.

The firm changed their name in August of 2018 due to the departure of one of their members taking a position of US Magistrate Judge for the Eastern District of California.

Amador Transit has utilized their services for reviews of contracts, policies and Human Resource questions for several years. The service received has always been prompt and effective.

The Amador Transit Procurement Policy does not require a RFP for renewal of existing contracts, and based on the past service record, and no change in their compensation fees, AT staff recommends board approve the contract renewal with Cole Huber, LLP.



NOTICE TO CLIENTS OF FIRM NAME CHANGE

Effective August 31, 2018, Cota Cole & Huber LLP changed its name to Cole Huber LLP. This change in our firm name reflects the departure of Dennis Cota to take the position of United States Magistrate Judge for the Eastern District of California.

For the members of our firm, it is an honor to see one of our founders become a member of the federal judiciary. In his practice as an attorney, Dennis Cota exemplified all the best qualities of the legal profession. He was a tireless and effective advocate for our firm's clients; he had an unwavering commitment to client service; and he never ceased to hold himself to the highest ethical and professional standards. We have no doubt these same qualities will make Dennis an exemplary member of the Bench.

Although the name of our firm is changing, the qualities that Dennis Cota exemplified, and that all of our attorneys share, will not change. At Cole Huber LLP, we remain committed to providing our clients effective advice and representation while upholding the highest professional standards. Clients can continue to expect the same timely, responsive, and effective legal services our attorneys, paralegals, and staff have provided since our founding nearly 12 years ago.

If you have any questions about our change in name, please contact firm partners Derek Cole or Scott Huber by email at dcole@coleshuber.com or shuber@coleshuber.com, or by telephone at (916) 780-9009.

Because of the change in our firm name, we request that all payments for the enclosed and outstanding invoices be made out to "Cole Huber LLP." For your records, we are enclosing a new IRS Form W-9 to reflect the firm name change.

At Cole Huber, we greatly value the longstanding relationships we have enjoyed with our many clients. We look forward to continuing these relationships in the years to come.

ADVANCING YOUR AGENDA

Northern California:
2261 Lava Ridge Court
Roseville, CA 95661
Phone: 916.780.9009
Fax: 916.780.9050

Southern California:
3401 Centrelake Dr., Suite 670
Ontario, CA 91761
Phone: 909.230.4209
Fax: 909.937.2034

**LEGAL SERVICES AGREEMENT BETWEEN
AMADOR TRANSIT AND COLE HUBER LLP
FOR AMADOR TRANSIT ATTORNEY SERVICES**

THIS AGREEMENT for legal services is entered into by and between Amador Transit (hereinafter referred to as "AT") and Cole Huber LLP (hereinafter referred to as "Law Firm"), as of December 31, 2018 (the "Effective Date").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Law Firm shall provide to AT the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2020, and Law Firm shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated, as provided for in Section 7. The time provided to Law Firm to complete the services required by this Agreement shall not affect AT's right to terminate the Agreement as provided for in Section 7.1.

1.2 Standard of Performance. Law Firm shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Law Firm is engaged in the geographical area in which Law Firm practices its profession. Law Firm shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Law Firm's profession.

1.3 Assignment of Personnel. Law Firm shall assign only competent personnel to perform services pursuant to this Agreement. In the event that AT, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Law Firm shall, immediately upon receiving notice from AT of such desire of AT, reassign such person or persons.

1.4 Time. Law Firm shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Law Firm's obligations hereunder.

SECTION 2. COMPENSATION. AT hereby agrees to pay Law Firm a sum not to exceed the amounts described in Exhibit B, notwithstanding any contrary indications that may be contained in Law Firm's proposal, for services to be performed and reimbursable costs incurred under this Agreement. AT shall pay Law Firm for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from AT to Law Firm

for services rendered pursuant to this Agreement. Law Firm shall submit all invoices to AT in the manner specified herein. Except as specifically authorized by AT, Law Firm shall not bill AT for duplicate services performed by more than one person.

Law Firm and AT acknowledge and agree that compensation paid by AT to Law Firm under this Agreement is based upon Law Firm's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Law Firm. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Law Firm and its employees, agents, and subcontractors may be eligible. AT, therefore, has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Law Firm shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At AT's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense; and
- The total number of hours of work performed under the Agreement by Law Firm.

2.2 Monthly Payment. AT shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. AT shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Law Firm.

2.3 Total Payment. AT shall pay for the services to be rendered by Law Firm pursuant to this Agreement. AT shall not pay any additional sum for any expense or cost whatsoever incurred by Law Firm in rendering services pursuant to this Agreement. AT shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Law Firm submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire

Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment approved by AT's General Manager,

2.4 Fees. Fees for work performed by Law Firm on an hourly basis shall not exceed the amounts shown on the Compensation Schedule attached hereto and incorporated herein as Exhibit B.

2.5 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B, and expenses not listed in Exhibit B are not chargeable to AT.

2.6 Payment of Taxes. Law Firm is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 Payment upon Termination. In the event that AT or Law Firm terminates this Agreement pursuant to Sections 7 of this Agreement, AT shall compensate the Law Firm for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Law Firm shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.8 Authorization to Perform Services. Law Firm is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from AT's General Manager.

SECTION 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Law Firm shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. AT shall make available to Law Firm only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

AT shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Law Firm's use while consulting with AT employees and reviewing records and the information in possession of AT. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of AT. In no event shall AT be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Law Firm, at its own cost and expense, shall procure and maintain professional malpractice insurance in the amount of not less than \$2 million per occurrence throughout the term of this Agreement. Law Firm shall provide proof satisfactory to AT of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to AT, and that such insurance is in effect prior to commencing work under this Agreement. Law Firm shall maintain the insurance policy required by this section throughout the term of this Agreement. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Variation. AT may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that AT's interests are otherwise fully protected.

4.2 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Law Firm shall provide written notice to AT at Law Firm's earliest possible opportunity and in no case later than five days after Law Firm is notified of the change in coverage.

4.3 Remedies. In addition to any other remedies AT may have if Law Firm fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, AT may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies AT may have and are not the exclusive remedy for Law Firm's breach:

4.3.1. Order Law Firm to stop work under this Agreement or withhold any payment that becomes due to Law Firm hereunder, or both stop work and withhold any payment, until Law Firm demonstrates compliance with the requirements hereof; and/or

4.3.2 Terminate this Agreement.

SECTION 5. STATUS OF LAW FIRM.

5.1 Independent Contractor. At all times during the term of this Agreement, Law Firm shall be an independent contractor and shall not be an employee of AT. AT shall have the right to control Law Firm only insofar as the results of Law Firm's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise AT shall not have the right to control the means by which Law Firm accomplishes services rendered pursuant to this Agreement. Notwithstanding any other AT, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Law Firm and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by AT, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of AT and entitlement to any contribution to be paid by AT for employer contributions and/or employee contributions for PERS benefits.

5.2 Law Firm, Not Agent. Except as AT may specify in writing or as provided by law, Law Firm shall have no authority, express or implied, to act on behalf of AT in any capacity whatsoever as an agent. Law Firm shall have no authority, express or implied, pursuant to this Agreement to bind AT to any obligation whatsoever.

5.3 California Tort Claims Act. Notwithstanding the foregoing provisions, should Law Firm or any of its attorneys, professionals, or staff be named as parties to any civil action or administrative proceeding brought by any third party, based on advice the Firm or such individuals have given to AT or actions they have taken on behalf of AT,

the AT shall defend and indemnify Law Firm and such individuals in the same manner in which it must defend AT employees pursuant to the California Tort Claims Act, California Government Code section 810 *et seq.* However, AT shall have no duty to defend or indemnify Law Firm or any of its attorneys, professionals, or staff if the advice given or actions taken did not occur within the course and scope of their duties under this Agreement.

SECTION 6. LEGAL REQUIREMENTS.

6.1 Governing Law. The laws of the State of California shall govern this Agreement.

6.2 Compliance with Applicable Laws. Law Firm and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

6.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Law Firm and any subcontractors shall comply with all applicable rules and regulations to which AT is bound by the terms of such fiscal assistance program.

6.4 Licenses and Permits. Law Firm represents and warrants to AT that Law Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Law Firm represents and warrants to AT that Law Firm and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Law Firm and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from AT.

6.5 Nondiscrimination and Equal Opportunity. Law Firm shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Law Firm under this Agreement. Law Firm shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Law Firm shall include the provisions of this Subsection in any subcontract approved by the AT General Manager of this Agreement.

SECTION 7. TERMINATION AND MODIFICATION.

7.1 Termination. AT may cancel this Agreement at any time and without cause upon written notification to Law Firm.

Law Firm may cancel this Agreement upon 60 days' written notice to AT and shall include in such notice the reasons for cancellation.

In the event of termination, Law Firm shall be entitled to compensation for services performed to the effective date of termination; AT, however, may condition payment of such compensation upon Law Firm delivering to AT any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Law Firm or prepared by or for Law Firm or the AT in connection with this Agreement.

7.2 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

7.3 Assignment and Subcontracting. AT and Law Firm recognize and agree that this Agreement contemplates personal performance by Law Firm and is based upon a determination of Law Firm's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to AT for entering into this Agreement was and is the professional reputation and competence of Law Firm. Law Firm may not assign this Agreement or any interest therein without the prior written approval of the AT Board. Law Firm shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the AT Board.

7.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between AT and Law Firm shall survive the termination of this Agreement.

7.5 Options upon Breach by Law Firm. If Law Firm materially breaches any of the terms of this Agreement, AT's remedies shall include, but not be limited to the following:

7.5.1 Immediately terminate the Agreement;

7.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Law Firm pursuant to this Agreement; or

7.5.3 Retain a different Law Firm to complete the work described in Exhibit A not finished by Law Firm.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Law Firm's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies,

specifications, records, files, or any other documents or materials, in electronic or any other form, that Law Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of AT. Law Firm hereby agrees to deliver those documents to AT upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for AT and are not necessarily suitable for any future or other use. AT and Law Firm agree that, until final approval by AT, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

8.2 Law Firm's Books and Records. Law Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to AT under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Law Firm to this Agreement.

8.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Law Firm to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of AT.

SECTION 9. MISCELLANEOUS PROVISIONS.

9.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

9.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the Superior Court for the County of Amador.

9.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

9.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

9.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

9.6 Conflict of Interest. Law Firm may serve other clients, but none whose activities within the corporate limits of AT or whose business, regardless of location, would place Law Firm in a “conflict of interest,” as that term is defined in the rules of professional responsibility governing Law Firm’s profession, unless such conflict may be waived by AT and AT chooses to waive such conflict in writing.

Law Firm shall not employ any AT official in the work performed pursuant to this Agreement. No officer or employee of AT shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Law Firm hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of AT. If Law Firm was an employee, agent, appointee, or official of AT in the previous twelve months, Law Firm warrants that it did not participate in any manner in the forming of this Agreement. Law Firm understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Law Firm will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Law Firm will be required to reimburse AT for any sums paid to the Law Firm. Law Firm understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

9.8 Solicitation. Law Firm agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

9.9 Notices.

Any written notice to Law Firm shall be sent to:

Cole Huber LLP
Attn: Scott E. Huber
2261 Lava Ridge Court
Roseville, CA 95661

Any written notice to AT shall be sent to:

Amador Transit
Attn: Patricia M. Amarant, General Manager
11400 American Legion Drive
Jackson, CA 95642

9.10 Integration. This Agreement, including the attachments, represents the entire and integrated agreement between AT and Law Firm and supersedes all prior negotiations, representations, or agreements, either written or oral.

9.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

9.12 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

The parties have executed this Agreement as of the Effective Date.

AMADOR TRANSIT

LAW FIRM

COLE HUBER LLP

By: _____
Brian Oneto, Chairman of the Board

By _____
Scott E. Huber, Partner

EXHIBIT A

SCOPE OF WORK

The following services shall be provided under this Agreement:

AT ATTORNEY SERVICES

Law Firm shall provide all general counsel services customarily provided to public agencies such as AT, which include the following:

- Review and/or negotiate all contracts between the agency and vendors, outside service providers or private consultants;
- Review contracts and agreements with Caltrans or other funding agencies;
- Review current policies and procedures to ensure compliance with all current laws and regulations;
- Monitor and provide written updates on new state or federal legislation or judicial decisions impacting transit agencies, and propose suggested actions or changes in operations or procedures to assure compliance;
- Provide legal advice and counsel regarding general transit issues;
- Assist with understanding and implementing federal and state funding and contracting requirements;
- Defend (or coordinate the defense of) the agency in the event of negative state or federal audits or any legal action brought against the agency;
- Research and submit legal opinions on issues as requested by the Board of Directors or General Manager;
- Provide advice on public contracting requirements and any claims arising thereunder, as well as related matters, including construction law and prevailing wage issues;
- Provide general legal services and routine legal assistance; advice and consultation to the Board and designated staff regarding general public law issues, potential tort liability, and risk management;
- Provide guidance on personnel matters, including policies and procedures affecting employees, as well as employee disciplinary issues and grievances;
- Prepare and present information to the Board and management staff, as needed;
- Attend all Board meetings and closed sessions as requested, unless excused by the General Manager or Board;
- Attend executive staff meetings as desired by the General Manager;

- Advise the Board and General manager heads on municipal government legal matters, both substantive, and procedural, including the Brown Act and parliamentary procedures for running meetings;
- Prepare and/or review all ordinances, resolutions, contracts, joint powers agreements, and other agreements and contracts entered into by the agency;
- Draft and review deeds, leases, or other agreements;
- Prepare any other documentation required, including notices, staff reports, orders, forms, declarations, and certificates;
- Review Board packets and provide advice to staff and counsel prior to meetings;
- Advise the Board regarding compliance with the Political Reform Act and other ethics statutes, regulations, and rules;
- Provide ethics, Brown Act, sexual harassment awareness and other training as needed;
- Ensure timely compliance with requests for public records and provide training regarding the CPRA as needed;
- Promptly return all calls and emails from the Board, General Manager and designated staff;
- Provide supervision of and coordination with activities of all counsel retained by or working on behalf of the agency, except where any conflict of interest rules require otherwise;
- Perform other non-litigation or non-specialized legal duties as requested by the Board or General Manager.

LITIGATION SERVICES

Upon authorization by AT Board, Law Firm shall represent the agency in any judicial action or any administrative proceeding (which include but not are limited to employee arbitrations¹ and Public Employee Relations Board hearings). Representation of AT shall include:

- Drafting of pleadings, motions, memoranda, court forms, and other litigation documents
- Research and analysis of claims, defenses, and remedies
- Drafting and responding to discovery pleadings
- Coordinating, reviewing, and summarizing discovery and document productions;

¹ Any services provided by Law Firm in relation to “Skelly” hearings and other informal employee conferences shall be considered AT Attorney services and billed as such.

- Depositions, including witness preparation and preparation of post-deposition summaries
- Preparation of administrative records
- Meetings with client representatives, opposing counsel, and others concerning the litigation
- Trial and trial preparation
- Attendance and preparation for court hearings
- Other tasks necessary to the successful completion of the litigation

EXHIBIT B

COMPENSATION

AT shall compensate Law Firm as follows:

General Counsel Services

AT shall pay Law Firm an hourly rate of \$215 for attorneys and \$110 for paralegals.

Law Firm shall not charge for attorney travel to and from AT. Should Law Firm believe the number of hours for "AT Attorney Services" in any month shall exceed 30 hours, it shall advise AT General Manager of the need for such additional hours and estimate the number of additional hours necessary to complete such work in that month.

Paralegal work for "AT Attorney Services" shall be charged at \$110 per hour. Prior to undertaking any paralegal work for such services, Law Firm shall advise AT's General Manager of the need or benefit for such work, provide an estimate of the total number of hours necessary for the paralegal work, and obtain AT General Manager's consent prior to the paralegal work proceeding.

For purposes of recording its time, Law Firm shall bill only its actual time to the tenth of the hour (i.e., 6-minute increments).

Law Firm shall also be reimbursed for expenses advanced on AT's behalf. These expenses include:

Duplication (for 50 pages or more in any single month)	\$0.25/page if performed in-house; actual cost if performed by outside service
Vehicle travel (for non-standard trips originating from agency headquarters (no charge for travel to agency headquarters)	Applicable IRS rate per mile x number of miles
Extraordinary postage or overnight delivery costs	Actual Cost
2.5% administrative fee in lieu of separate charges for all phone, fax and internet fees, as well as minor copy charges	Base on the amount of fees billed during the month

Litigation Services

If retained by AT for any judicial or administrative proceeding, Law Firm would charge agency the following rates:

Lead Attorneys:	\$230.00/hour
Associate Attorneys:	\$200.00/hour
Paralegals:	\$125.00/hour

Hourly rates would be charged for customary attorney and paralegal services related to litigation. Those services include:

- Drafting of pleadings, motions, memoranda, court forms, and other litigation documents
- Research and analysis of claims, defenses, and remedies
- Drafting and responding to discovery pleadings
- Coordinating, reviewing, and summarizing discovery and document productions
- Depositions, including witness preparation and preparation of post-deposition summaries
- Preparation of administrative records
- Meetings with client representatives, opposing counsel, and others concerning the litigation
- Trial and trial preparation
- Attendance and preparation for court hearings
- Other tasks necessary to the successful completion of the litigation

For litigation services, the firm would also include on monthly invoices reimbursement of necessary costs incurred for the following:

- Court filing fees
- Attorney services (includes service of process fees, arbitrators, and mediators)
- Messenger services
- Westlaw research outside of our prepaid service fee
- Fed-Ex, OnTrac Overnight, or other one-day delivery services
- Reasonable travel expenses and parking fees
- Duplication/reproduction fees (50 copies or more) \$0.25 per page if performed in-house, or actual cost if performed by an outside service
- Any other expense not listed above that becomes necessary for the successful resolution of a client matter

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AMADOR TRANSIT
Expenditure Transaction Detail By Account
 October 31 through November 29, 2018

Date	Num	Name	Memo	Amount
23001 · Payroll Liabilities				
25000 · CalPERS Classic Retirement				
11/13/2018	EPay	CalPERS	1899375431	3,479.69
11/13/2018	EPay	CalPERS	1899375431	2,739.09
Total 25000 · CalPERS Classic Retirement				6,218.78
25100 · CalPERS 457 Plan				
11/13/2018	Epay	CalPERS 457 Plan	Plan Entity 450-694	645.00
Total 25100 · CalPERS 457 Plan				645.00
Total 23001 · Payroll Liabilities				6,863.78
24020 · Medical				
11/20/2018	8454	Blue Shield of California	4404588	4,890.32
11/20/2018	8454	Blue Shield of California	4404588	4,290.04
11/20/2018	8455	Healthiest You	HY0747	3.00
11/20/2018	8455	Healthiest You	HY0747	24.00
Total 24020 · Medical				9,207.36
24021 · Aflac				
11/20/2018	8453	AFLAC	ENQ02	768.86
11/20/2018	8453	AFLAC	ENQ02	219.22
Total 24021 · Aflac				988.08
24030 · Dental Liab				
11/27/2018	Epay	Cypress	R29-37765	385.89
11/27/2018	Epay	Cypress	R29-37765	839.28
Total 24030 · Dental Liab				1,225.17
24040 · Vision Liabl				
11/27/2018	EPay	Wolfpack Insurance Servic...	111352-0	105.79
11/27/2018	EPay	Wolfpack Insurance Servic...	111352-0	154.51
Total 24040 · Vision Liabl				260.30
51000 · BENEFITS				
51350 · WORKERS COMP INS				
11/19/2018	19100319	CSAC Excess Insurance	EWC	1,469.00
11/19/2018	1910190	CSAC Excess Insurance	PWC	2,971.00
Total 51350 · WORKERS COMP INS				4,440.00
Total 51000 · BENEFITS				4,440.00
52000 · SERVICES & USER FEES				
52100 · VEHICLE TECH SERV-OUTSOURCE				
11/19/2018	22330	Davis Truck Painting Inc.		2,255.42
11/14/2018	R008111775:01	Delta Truck Center		601.23
11/27/2018	99479	Glass Doctor of The Gold ...		70.00
11/27/2018	99483	Glass Doctor of The Gold ...		60.00
11/27/2018	99484	Glass Doctor of The Gold ...		60.00
11/27/2018	99485	Glass Doctor of The Gold ...		86.94
11/27/2018	99480	Glass Doctor of The Gold ...		60.00
11/27/2018	601017	Maita Chevrolet		540.11
11/27/2018	J044793	Robert Hahn's Automotive ...		267.00
11/15/2018	OCT18	Sutter Creek Car Wash		165.92
Total 52100 · VEHICLE TECH SERV-OUTSOURCE				4,166.62
52170 · CONTRACT IT SERVICES				
11/15/2018	680215	Smile Business Products, I...		79.00
11/29/2018	112918	Smile Business Products, I...	VOID:	0.00
Total 52170 · CONTRACT IT SERVICES				79.00

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Expenditure Transaction Detail By Account

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Date	Num	Name	Memo	Amount
52300 · ADVERTISING & MARKETING				
11/15/2018	84424-201901	Best Version Media		394.30
11/14/2018	1157820580A	CableTime		300.00
11/14/2018	18100071	KVGC 1340 AM		500.00
11/14/2018	19459	Ledger Dispatch		60.00
11/19/2018	19866	Ledger Dispatch		60.00
Total 52300 · ADVERTISING & MARKETING				1,314.30
52550 · GSA COST ALLOC-(POSTAGE/PRINT)				
11/14/2018	ATOCT2018	Amador County General S...		49.09
11/15/2018	GP184381	Amador Transit - Petty Cash		9.25
Total 52550 · GSA COST ALLOC-(POSTAGE/PRINT)				58.34
52600 · PROFESSIONAL & TECH SERVICES				
11/27/2018	9577R	Balancing The Books		291.25
11/15/2018	3477	Cathy Castillo, CPA		2,000.00
11/14/2018	18-1999	J's Communications, Inc.		83.64
11/27/2018	1003	Moppin Mamas Cleaning S...		480.00
Total 52600 · PROFESSIONAL & TECH SERVICES				2,854.89
52610 · Fees Bank, Merchant, Service				
11/14/2018	L181102	Lowe's		5.47
Total 52610 · Fees Bank, Merchant, Service				5.47
Total 52000 · SERVICES & USER FEES				8,478.62
53000 · MATERIALS & SUPPLIES CONSUMED				
53100 · FUEL				
11/14/2018	939289	Hunt & Sons, Inc.		6,963.16
11/14/2018	934972	Hunt & Sons, Inc.		158.39
11/27/2018	951610	Hunt & Sons, Inc.		1,411.53
11/27/2018	950956	Hunt & Sons, Inc.		5,601.55
Total 53100 · FUEL				14,134.63
53150 · TIRES				
11/14/2018	66200235780	Les Schwab Tires		567.20
11/14/2018	66200232784	Les Schwab Tires		645.54
11/16/2018	66200236467	Les Schwab Tires		888.47
11/19/2018	66200237516	Les Schwab Tires		1,134.39
Total 53150 · TIRES				3,235.60
53200 · LUBRICATION				
11/27/2018	744791	Riebes Auto Parts		49.46
Total 53200 · LUBRICATION				49.46
53250 · TOOLS				
11/14/2018	07117	Lowe's		35.85
11/27/2018	Oct-Nov18-01	U.S. BANK	Electrical Test LED kit (Amazon)	73.67
Total 53250 · TOOLS				109.52

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Expenditure Transaction Detail By Account

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Date	Num	Name	Memo	Amount
53300 · VEHICLE MAINT-REPAIR PARTS				
11/14/2018	02P451594	A-Z Bus Sales, Inc.		408.61
11/19/2018	69463	Bus & Equipment Repair		334.10
11/27/2018	F008933300:01	Delta Truck Center		116.69
11/27/2018	CAJAC30538	Fastenal		1.63
11/15/2018	1181489	Maita Chevrolet		407.47
11/15/2018	1178760	Maita Chevrolet		4,247.63
11/15/2018	1182400	Maita Chevrolet		194.67
11/15/2018	1181866	Maita Chevrolet		25.09
11/15/2018	CM1171257	Maita Chevrolet		-23.53
11/15/2018	1182618	Maita Chevrolet		62.50
11/27/2018	CM1181866	Maita Chevrolet		-21.40
11/19/2018	1189128	Maita Chevrolet		346.20
11/27/2018	3827233451	O'Reilly Auto Parts		10.28
11/15/2018	102081	Riebes Auto Parts		289.16
11/15/2018	105964	Riebes Auto Parts		115.39
11/15/2018	739645	Riebes Auto Parts		97.99
11/15/2018	739941	Riebes Auto Parts		182.11
11/15/2018	740041	Riebes Auto Parts		145.62
11/15/2018	105740	Riebes Auto Parts		84.89
11/27/2018	740851	Riebes Auto Parts		22.97
11/27/2018	106319	Riebes Auto Parts		24.42
11/27/2018	106515	Riebes Auto Parts		-24.42
11/27/2018	106273	Riebes Auto Parts		39.50
11/27/2018	106309	Riebes Auto Parts		-39.50
11/27/2018	108445	Riebes Auto Parts		84.18
11/27/2018	17822	Ron DuPratt Ford		14.20
11/27/2018	Oct-Nov18-01	U.S. BANK	Belts (Amazon)	42.86
Total 53300 · VEHICLE MAINT-REPAIR PARTS				7,189.31
53350 · SHOP SUPPLIES (Consumables)				
11/27/2018	6752655	Kimball Midwest		124.29
11/14/2018	06098	Lowe's		33.73
11/14/2018	06065	Lowe's		40.80
11/15/2018	740690	Riebes Auto Parts		16.16
11/15/2018	741344	Riebes Auto Parts		17.76
11/15/2018	741798	Riebes Auto Parts		25.84
11/27/2018	Oct-Nov18-01	U.S. BANK	antifreeze (Amazon)	31.28
Total 53350 · SHOP SUPPLIES (Consumables)				289.86
53450 · FACILITIES MAINT/REPAIR PARTS				
11/14/2018	06701	Lowe's		55.22
11/14/2018	08134	Lowe's		5.11
11/14/2018	02949	Lowe's		55.57
11/14/2018	07854	Lowe's		12.27
11/14/2018	07687	Lowe's		20.44
11/14/2018	06255	Lowe's		11.25
11/14/2018	06363	Lowe's		10.23
11/16/2018	150699	Sierra Janitorial Supply		49.27
11/27/2018	Oct-Nov18-01	U.S. BANK	Batteries (Batteries Plus)	396.30
Total 53450 · FACILITIES MAINT/REPAIR PARTS				615.66
53500 · TRANSIT CENTER SUPPLIES				
11/14/2018	07926	Lowe's		214.86
11/14/2018	07714	Lowe's		80.87
11/15/2018	557914	Sierra Janitorial Supply		9.70
11/15/2018	150682	Sierra Janitorial Supply		60.23
Total 53500 · TRANSIT CENTER SUPPLIES				365.66
53550 · OFFICE SUPPLIES				
11/15/2018	8051939471	Staples Advantage		-47.40
Total 53550 · OFFICE SUPPLIES				-47.40

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Date	Num	Name	Memo	Amount
53670 · COMPUTER PROGRAM & SUPPLIES				
11/14/2018	06171	Lowe's		30.67
Total 53670 · COMPUTER PROGRAM & SUPPLIES				30.67
Total 53000 · MATERIALS & SUPPLIES CONSUMED				25,972.97
54000 · UTILITIES				
54100 · AT WATER/SEWER/GARBAGE				
11/14/2018	249913	Aces Waste Services, Inc.		93.88
11/16/2018	111518	Amador Transit - Petty Cash		69.00
11/14/2018	EPay	Amador Water Agency		46.24
11/06/2018	EPay	Amador Water Agency		227.71
Total 54100 · AT WATER/SEWER/GARBAGE				436.83
54200 · AT -PGE				
11/14/2018	EPAY	P.G.& E.		870.69
Total 54200 · AT -PGE				870.69
54300 · TRANSIT CTR/WATER/SEWER/GARB				
11/14/2018	249914	Aces Waste Services, Inc.		19.09
11/14/2018	Epay	Amador Water Agency		89.80
11/14/2018	1101-1130	City of Sutter Creek		66.66
Total 54300 · TRANSIT CTR/WATER/SEWER/GARB				175.55
54400 · TRANSIT CENTER-PGE				
11/14/2018	EPAY	P.G.& E.		561.44
Total 54400 · TRANSIT CENTER-PGE				561.44
54450 · TRANSIT CENTER-INTERNET				
11/14/2018	EPAY	Comcast		194.03
Total 54450 · TRANSIT CENTER-INTERNET				194.03
54500 · OFFICE PHONES/FAX/INTERNET				
11/14/2018	EPAY	Comcast		446.79
Total 54500 · OFFICE PHONES/FAX/INTERNET				446.79
54550 · CELLULAR SERVICE				
11/19/2018	X11242018	AT& T Cell Phones		481.55
Total 54550 · CELLULAR SERVICE				481.55
Total 54000 · UTILITIES				3,166.88
58000 · MISCELLANEOUS (NEW)				
58050 · DUES & SUBSCRIPTIONS				
11/14/2018	2019-0234	CalACT		590.00
Total 58050 · DUES & SUBSCRIPTIONS				590.00
58300 · SAFETY PROGRAM				
11/27/2018	Oct-Nov18-01	U.S. BANK	Shop Communications (Big 5)	86.19
Total 58300 · SAFETY PROGRAM				86.19
Total 58000 · MISCELLANEOUS (NEW)				676.19

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Expenditure Transaction Detail By Account
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Date	Num	Name	Memo	Amount
59000 · LEASES / RENTALS				
59100 · Leases & Rentals				
11/14/2018	30744	Amador County Airport		50.00
11/14/2018	1102079809	AmeriPride Services Inc.		54.13
11/14/2018	1102083270	AmeriPride Services Inc.		54.13
11/27/2018	1102093807	AmeriPride Services Inc.		54.13
11/27/2018	1102090356	AmeriPride Services Inc.		55.88
11/27/2018	61468288	Smile (Copier)		283.17
11/27/2018	61475820	Smile (Copier)		652.51
Total 59100 · Leases & Rentals				1,203.95
Total 59000 · LEASES / RENTALS				1,203.95
60200 · PTMISEA				
60265 · Operating Improvements				
11/19/2018	11281847004	Snap-On Tools	Test Equipment	345.60
Total 60265 · Operating Improvements				345.60
Total 60200 · PTMISEA				345.60
TOTAL				62,828.90