
**Regular Teleconference Meeting of the Capital SouthEast Connector JPA
Board of Directors**

Date: Friday, August 27, 2021, 8:30 a.m. to 10:30 a.m.

Meeting Location: A Regular Teleconference Meeting of the Capital SouthEast Connector JPA Board of Directors will be held exclusively via teleconference in light of COVID-19 restrictions on public gatherings. The meeting will be conducted in accordance with the Ralph M. Brown Act, California Government Code 54950, *et seq.* and Executive Order N-29-20. This meeting will be held via Zoom. Join the meeting on your computer or mobile device:

<https://us02web.zoom.us/j/87686468101?pwd=a2VZNmR2emt1aHILVG1YUG9ZM3RiZz09>

Meeting ID: 876 8646 8101

Passcode: 193831

To join the meeting by phone: 669-900-6833 **or** 346-248-7799

Public Comment:

The Connector JPA welcomes, appreciates, and encourages public participation in the Board Meeting. If you wish to submit a comment to be read aloud at the meeting, please email your comment to ConnectorSupport@SacCounty.net by **3:00 p.m. on August 26, 2021** and your comment will be read aloud at the meeting.

If you wish to address the Board of Directors during the meeting, please wait until the Board Chair requests comments from the public. All public participants will be placed on mute during the meeting, until such time as the Board Chair requests public comment. Computer and mobile device attendees should use the Zoom "Raise Hand" feature when the Board Chair requests public comment. The "Raise Hand" feature can be found by moving your mouse on the Zoom meeting screen to reveal the toolbar. Then click on the "Participants" tab and then click "Raise Hand". Alternatively, windows users can use the keyboard shortcut ALT+Y and mac users can use the keyboard shortcut OPTION+Y to raise or lower your hand for comment. Phone attendees should press *9 to "Raise Hand" for public comment.

The Board of Directors requests that you limit your comments to three (3) minutes per person so that all present will have time to participate. The Board of Directors reserves the right to reasonably limit the total time for public comment on any particular noticed agenda item as it may deem necessary.

AGENDA

The Board may take action on any matter listed on this agenda to the extent permitted by applicable law. Staff Reports are subject to change without prior notice.

- 1.** Call to Order & Roll Call: Directors Hidahl, Howell, Hume, Nottoli, Sander
- 2.** Pledge of Allegiance
- 3.** Public Comment on Non-Agenda Items

Members of the public may comment on any item of interest to the public within the subject matter jurisdiction of the Board of Directors. Each person will be allowed three minutes, or less if a large number of requests are received on a particular subject. After ten minutes of testimony, the Chair may choose to hear any additional testimony following the Discussion Items.

Please note, under the provisions of the California Government Code, the Board is prohibited from discussing or taking action on any item that is not on the agenda. The Board cannot take action on non-agendized items raised under "Public Comment" until the matter has been specifically included on the agenda. Those participants who wish to address a specific agendized item are encouraged to offer their public comments during consideration of that item.

- 4.** Executive Director's Report

Consent Calendar Items

- 5.** Approve Action Minutes of the May 28, 2021, Regular Board Meeting
- 6.** State Funding and Legislation Update (Receive and File)
- 7.** Federal Funding and Legislation Update (Receive and File)
- 8.** Approve Release of a Request for Proposals for Consulting Services related to Project Performance Benefits Analysis
 - Resolution 2021-15
- 9.** Authorize the Executive Director to Execute an Agreement with Sloan Sakai Yeung & Wong LLP for Legal Services
 - Resolution 2021-16
- 10.** Authorize the Executive Director to Execute an Agreement with Madrone Ecological Consulting, LLC for Environmental Mitigation Services
 - Resolution 2021-17

- 11.** Support an Amendment to the 2021-24 Metropolitan Transportation Improvement Program for Connector Segment D2 (Grant Line Road between White Rock Rd and Jackson Rd)
 - Resolution 2021-18
- 12.** Support the Connector Project as a Priority in California's Interregional Transportation Strategic Plan
 - Resolution 2021-19
- 13.** Update on Connector Construction Projects (Receive and File)
- 14.** Summary of Connector Related Media (Receive and File)

Discussion and Action Items

- 15.** Authorize the Executive Director to Analyze, Evaluate, and Purchase Mitigation through the South Sacramento Habitat Conservation Plan, including Kammerer Road and Scott Road
 - Resolution 2021-20
- 16.** Update on Connector Segment D3 - Scott Road and consider the following action:
 - 1) Adopting an Addendum to the Final Tiered Initial Study with Mitigated Negative Declaration for Segment D3/E1.
 - Resolution 2021-21
 - 2) Authorize the Executive Director to Approve the Final Bid Package, Advertise the Project for Construction, and release an RFP for Construction Engineering Services.
 - Resolution 2021-22
 - 3) Authorize the Executive Director to execute an Amendment to the Agreement for Engineering Services with Mark Thomas & Company, Inc.
 - Resolution 2021-23
 - 4) Authorize the Executive Director to execute an MOU with the City of Elk Grove to exchange funding.
 - Resolution 2021-24
- 17.** Announcements or Final Comments from Board Members

ADJOURN

The next meeting of the Capital SouthEast Connector JPA Board will be held on
September 24, 2021

*City of Rancho Cordova City Hall, Council Chambers
2729 Prospect Park Drive, Rancho Cordova, CA 95670

*Subject to change due to COVID-19 restrictions on public gatherings

NOTICE REGARDING CHALLENGES TO DECISIONS

Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the Board at, or prior to, the public hearing.

GOVERNMENT CODE 54957.5 et seq.

Public records, including writings relating to an agenda item for open session of a regular meeting and distributed less than 72 hours prior to the meeting, are available for public inspection at 10640 Mather Blvd., Suite 120, Mather, CA 95655. The on-line version of the agenda and associated materials are posted for your convenience at <http://www.ConnectorJPA.net>. Some documents may not be posted on-line because of their size and/or format (maps, site plans, and renderings). As they become available, hard copies of all documents are available at 10640 Mather Blvd., Suite 120, Mather, CA 95655.

ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Connector JPA at (916) 876-9094. Notification 48 hours prior to the meeting will enable the Connector JPA to make reasonable arrangements to ensure accessibility to this meeting.

If requested, this agenda can be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Connector JPA for further information. A person with a disability, who requires a modification or accommodation, including auxiliary aids or services, to participate in a public meeting, should telephone or otherwise contact the Connector JPA 48 hours prior to the meeting. The Connector JPA may be reached at 10640 Mather Blvd., Suite 120, Mather, CA 95655 or by telephone at (916) 876-9094.



ITEM 4

MEETING DATE: August 27, 2021

TITLE: Executive Director's Report for August 2021 (Receive and File)

PREPARED BY: Derek Minnema

Each month the Executive Director provides a report the Board. The Executive Director will provide an oral report at the meeting.

ITEM 5

MEETING DATE: August 27, 2021

TITLE: Action Minutes of the May 28, 2021, Regular Teleconference Board Meeting

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Action Minutes of the May 28, 2021, Regular Teleconference Board Meeting.

ACTION MINUTES

The Capital SouthEast Connector JPA Board of Directors met in regular session on May 28, 2021, via teleconference.

Call to Order

Chair Howell called the meeting to order at 8:39 a.m.

Roll Call

Present: Directors Hidahl, Howell, Hume, Nottoli*, Sander*

*Directors Nottoli and Sander joined the meeting at 8:46 a.m. and 8:58 a.m. respectively

Public Comments on Non-Agenda Items

There were no comments from the public on non-agenda items.

Open Session

Item #4: Executive Director's Report

The Board received Executive Director Minnema's comprehensive written report for May 2021 and the Executive Director briefly reviewed the report with the Board and the public.

No public comments were received on the Executive Director's Report.

Consent Calendar Items

A motion was made by Director Hume and seconded by Director Hidahl and passed with four* directors voting in favor that:

THE BOARD OF DIRECTORS OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY APPROVES THE FOLLOWING ITEMS ON THE CONSENT AGENDA:

Item #5: Approve Action Minutes of April 30, 2021 Board Meeting

Item #6: Accept an Update on Connector Construction Projects

Item #7: Accept an update on Federal/State Funding and Legislation

Item #8: Approve Request for Local Partnership Program Funds available through the Road Repair and Accountability Act of 2017 – Resolution 2021-06

* Director Sander was absent during the vote.

No public comment was received on the consent items.

Discussion and Action Items

Item #9: Update on the Travel Demand Model, including Forecasted Reductions in Regional Vehicle Miles Traveled (VMT) with the Connector Project, and authorize the Executive Director to execute an Amendment to the Agreement with Kimley-Horn and Associates, Inc.

Executive Director Minnema introduced the item and provided a presentation summarizing the item. A brief discussion amongst the Board and JPA staff ensued.

A motion was made by Director Howell and seconded by Director Hidahl and passed with four* directors voting in favor that:

THE BOARD OF DIRECTORS (“BOARD”) OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY (“CONNECTOR JPA”) HEREBY AUTHORIZES THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDMENT TO THE MASTER ON-CALL SERVICES AGREEMENT TASK ORDER WITH KIMLEY-HORN AND ASSOCIATES, INC. TO INCREASE THE NOT-TO-EXCEED AMOUNT BY \$69,891 WITH RESOLUTION 2021-07.

* Director Sander was absent during the vote.



No public comment was received on this item.

Item #10: Adopt Work Plan and Fiscal Year 2021-22 Budget and Member Agency Contribution

Executive Director Minnema introduced the item provided a presentation summarizing the item. A discussion amongst the Board and JPA staff ensued.

A motion was made by Director Nottoli and seconded by Director Hidahl and passed by unanimous vote that:

THE BOARD OF DIRECTORS ("BOARD") OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY ("CONNECTOR JPA") THAT THE PROPOSED FISCAL YEAR 2021-22 WORK PLAN FOR THE CONNECTOR JPA PRESENTED TO THE BOARD AT THIS MEETING IS HEREBY ADOPTED IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO WITH RESOLUTION 2021-08.

AND

THE BOARD OF DIRECTORS ("BOARD") OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY ("CONNECTOR JPA") THAT THE PROPOSED FISCAL YEAR 2021-22 BUDGET FOR THE CONNECTOR JPA PRESENTED TO THE BOARD AT THIS MEETING IS HEREBY ADOPTED IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO WITH RESOLUTION 2021-09.

AND

THE BOARD OF DIRECTORS ("BOARD") OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY ("CONNECTOR JPA") THAT THAT EACH MEMBER JURISDICTION SHALL CONTRIBUTE LOCAL FUNDS IN THE AMOUNT OF \$50,000 FOR FY 2021-22 WITH RESOLUTION 2021-10

Public comment was received on this item from Rick Carter.

Item #11: A Approve Release of a Request for Proposals for Traffic Engineering Services

Executive Director Minnema introduced the item and Matt Lampa, Principal Civil Engineer provided a presentation summarizing the item. A discussion amongst the Board and JPA staff ensued.



A motion was made by Director Nottoli and seconded by Director Hume and passed by unanimous vote that:

THE BOARD OF DIRECTORS (“BOARD”) OF THE CAPITAL SOUTHEAST CONNECTOR HERBY CONTINUES THIS ITEM.

No public comment was received on this item.

Item #12: Approve Release of a Request for Proposals for Legal Research, Analysis, and Strategy for Funding through Local Transportation Measures

Executive Director Minnema introduced the item provided a presentation summarizing the item. A discussion amongst the Board and JPA staff ensued.

A motion was made by Director Nottoli and seconded by Director Hume and passed by unanimous vote that:

THAT THE BOARD OF DIRECTORS (“BOARD”) OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY (“CONNECTOR JPA”) DESIRES TO EXPLORE AND PURSUE ALL AVAILABLE FUNDING OPTIONS FOR CONSTRUCTION OF THE 34-MILE CONNECTOR EXPRESSWAY PROJECT (“PROJECT”) IN ITS ENTIRETY

AND

THAT THE BOARD RECOGNIZES THE IMPORTANCE AND NEED TO EXPLORE LOCAL FUNDING FOR THE PROJECT THROUGH LEGAL ANALYSIS AND STRATEGY CONCERNING THE DEVELOPMENT OF LANGUAGE TO BE INCORPORATED IN FUTURE POTENTIAL ORDINANCES AND MEASURES TO ENSURE DIRECT FUNDING FOR THE ENTIRE 34-MILE PROJECT

AND

THAT THE BOARD HEREBY AUTHORIZES AND DIRECTS THE EXECUTIVE DIRECTOR TO RELEASE A REQUEST FOR PROPOSALS FOR LEGAL RESEARCH, ANALYSIS AND STRATEGY FOR FUNDING THROUGH LOCAL TRANSPORTATION MEASURES

No public comment was received on this item.

Item #13: Approve Release of a Request for Proposals for Federal/State Funding Legal Research related to the Metropolitan Transportation Plan

Executive Director Minnema introduced the item and provided a presentation summarizing the item. A discussion amongst the Board and JPA staff ensued.

A motion was made by Director Hume and seconded by Director Howell and passed by unanimous vote that:

THE BOARD OF DIRECTORS ("BOARD") OF THE CAPITAL SOUTHEAST CONNECTOR HERBY CONTINUES THIS ITEM.

Public comment was received by Kevin Bewsey on this item.

Closed Session

Item #14:

A. Public Employee Performance Evaluation (Government Code, § 54957(b)(1))

Employee: Executive Director

B. Conference with Labor Negotiators (Government Code, § 54957.6)

Agency Designated Representative: Board Chair

Unrepresented Employee: Executive Director

Open Session

No reportable action from closed session.

Item #15: Discussion Regarding Executive Director Employment and Compensation, if any

A motion was made by Director Howell and seconded by Director Hidahl and passed by unanimous vote that:

THE BOARD OF DIRECTORS ("BOARD") OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY ("CONNECTOR JPA") APPROVES A 2% MERIT INCREASE TO THE EXECUTIVE DIRECTOR'S SALARY EFFECTIVE MAY 1, 2021 WITH RESOLUTION 2021-14

No public comment was received on this item.



Item # 16: Announcement and Final Comments from Board Members

No action was taken on this item.

No public comment was received on this item.

Adjournment

The meeting adjourned at approximately 10:55 a.m.

APPROVAL OF ACTION MINUTES FOR MAY 28, 2021

Approved By:

Attest:

Kerri Howell
Chair of the Board

Derek Minnema
Board Secretary



ITEM 6

MEETING DATE: August 27, 2021

TITLE: State Funding and Legislation Update (Receive and File)

PREPARED BY: MMS Strategies

OVERALL STATE FUNDING UPDATE

Project Sponsor: Capital SouthEast Connector Joint Powers Authority
Project Name: Capital SouthEast Connector - Segment D3 Class 1 Multi-Use Path and Broadband Project
Project Location: Folsom, CA 95630
Requested Amount: \$8,000,000

Project Sponsor: Capital SouthEast Connector Joint Powers Authority
Project Name: Capital SouthEast Connector - Segment A Engineering and Right of Way
Project Location: Sacramento County/Elk Grove, CA 95757
Requested Amount: \$8,000,000

Project Sponsor: Capital SouthEast Connector Joint Powers Authority
Project Name: Capital SouthEast Connector – Environmental Mitigation
Project Location: Sacramento County
Requested Amount: \$10,000,000

STATE BUDGET UPDATE

A majority of the state budget trailer bills have now been passed by the Legislature and approved by the Governor, including those related to health, public safety, housing, homelessness, higher education, and a few others.

However, we understand the remaining budget trailer bills will be related to climate resiliency, drought, and a transportation trailer bill. These bills will also likely include clean-up and other technical fixes from the earlier budget bills since many significant issues were covered in a short amount of time, given the late news of the state budget surplus before the budget was due.

The JPA team has been working on getting the above Connector-specific funding requests included in the remaining trailer bill(s). These will likely be the final budget actions taken by the Legislature, and these trailer bills will also need to pass before the September 10 deadline.



Although Members submit requests that are their priority, inclusion in the budget is challenging. Our team meets with a wide array of legislative officials and staff to keep advocating for success.

Our team is working hard to elevate the Connector requests to be included in this final budget deal. This includes meeting with legislative leadership (Speaker / Pro Tem's Offices), the Assembly and Senate Budget Committees, the authors of our budget requests (Cooley, Cooper, and Dahle), and the Governor's Office.

LEGISLATIVE UPDATE

The Senate and Assembly were on legislative recess from July 15 to August 15. Upon return, both houses have one month until the end of the legislative session (September 10).

Policy bills are currently sitting in the Senate and Assembly Appropriations Committees, where all fiscal bills will have a hearing. After Appropriations Committee, all bills will be heard on the respective Floors of each house.

Budget trailer bills do not follow the same deadlines as the regular policy bills, so these can be introduced and passed any time before the end of the session. The last two weeks of the session are focused solely on the Floor, where all bills must advance before the September 10 deadline.

The Governor then has 30 days to sign or veto the legislation, which makes the deadline for his action October 10 (depending on the outcome of the recall election on September 14).

ATTACHMENTS

- a. Highlight of legislation of interest

ITEM 6 a

A highlight of legislation of interest can be found below:

Bills Introduced:

AB 43 (Friedman D) Traffic safety.

Status: 7/14/2021-Read second time and amended. Re-referred to Com. on APPR.

Summary: Current law establishes various default speed limits for vehicles upon highways, as specified. Current law authorizes state and local authorities to adjust these default speed limits, as specified, based upon certain findings determined by an engineering and traffic survey. Current law defines an engineering and traffic survey and prescribes specified factors that must be included in the survey, including prevailing speeds and road conditions. Current law authorizes local authorities to consider additional factors, including pedestrian and bicyclist safety. This bill would authorize local authorities to consider the safety of vulnerable pedestrian groups, as specified.

AB 1047 (Daly D) Road Repair and Accountability Act of 2017: reporting internet website.

Status: 5/25/2021-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 4/28/2021)(May be acted upon Jan 2022)

Summary: Would require the Transportation Agency to improve the capability of the SB 1 internet website hosted by the agency to provide a comprehensive one-stop reporting interface available to the public. The bill would require the interface to provide timely fiscal information compiled from data provided by each administering agency regarding the development and implementation status of each transportation program or project funded, at least in part, by revenues from SB 1.

AB 1147 (Friedman D) Regional transportation plan: Active Transportation Program.

Status: 7/21/2021-In committee: Hearing postponed by committee.

Summary: Current law requires the Strategic Growth Council, by January 31, 2022, to complete an overview of the California Transportation Plan and all sustainable communities strategies and alternative planning strategies, an assessment of how implementation of the California Transportation Plan, sustainable communities strategies, and alternative planning strategies will influence the configuration of the statewide integrated multimodal transportation system, and a review of the potential impacts and opportunities for coordination of specified funding programs. This bill would require the council to convene key state agencies, metropolitan planning agencies, regional transportation agencies, and local governments to assist the council in completing the report.

AB 1209 (McCarty D) Transportation planning: Sacramento Area Council of Governments: Green Means Go Grant and Loan Program.

Status: 4/30/2021-Failed Deadline pursuant to Rule 61(a)(2). (Last location was TRANS. on 3/4/2021)(May be acted upon Jan 2022)

Summary: Would require the Sacramento Area Council of Governments, upon appropriation by the Legislature, to develop and administer the Green Means Go Grant and Loan Program to award competitive grants and revolving loans to cities, counties, and special districts within the Sacramento region for qualifying projects within and benefitting green zones, as defined. The bill would require SACOG, on or before November 1, 2023, and annually thereafter, to submit a report to the Legislature describing the development and administration of that program, amount of moneys awarded pursuant to that program, and status of projects for which that program's moneys were awarded.

AB 1260(Chen R)California Environmental Quality Act: exemptions: transportation-related projects.

Status: 7/6/2021-Read second time and amended. Re-referred to Com. on APPR.

Summary: CEQA includes exemptions from its environmental review requirements for numerous categories of projects, including, among others, projects for the institution or increase of passenger or commuter services on rail or highway rights-of-way already in use and projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission transit buses. This bill would further exempt from the requirements of CEQA projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission trains, provided certain requirements are met, including giving prior notice to the public and holding a noticed public meeting, as provided.

ACA 1 (Aguiar-Curry D) Local government financing: affordable housing and public infrastructure: voter approval.

Status: 4/22/2021-Referred to Coms. on L. GOV. and APPR.

Summary: The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

SB 44 (Allen D) California Environmental Quality Act: streamlined judicial review: environmental leadership transit projects.

Status: 7/14/2021-Read second time and amended. Re-referred to Com. on APPR.

Summary: Would, until January 1, 2025, establish specified procedures for the administrative and judicial review of the environmental review and approvals granted for an environmental leadership transit project, as defined, proposed by a public or private entity or its affiliates that is located wholly within the County of Los Angeles or connects to an existing project wholly located in that county and that is approved by the lead agency on or before January 1, 2024. The bill would require the project applicant of the environmental leadership transit project to take certain actions in order for those specified procedures to apply to the project. The bill would require the Judicial Council, on or before January 1, 2023, to adopt rules of court establishing procedures requiring actions or proceedings seeking judicial review pursuant to CEQA or the granting of project approvals, including any appeals to the court of appeal or the Supreme Court, to be resolved, to the extent feasible and to the extent prioritizing those actions or proceedings will not exacerbate any civil case backlogs, within 365 calendar days of the filing of the certified record of proceedings with the court to an action or proceeding seeking judicial review of the lead agency's action related to an environmental leadership transit project.

SB 45 (Portantino D)Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2022.

Status: 6/1/2021-Ordered to inactive file on request of Senator Portantino.

Summary: Would enact the Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2022, which, if approved by the voters, would authorize the issuance of bonds in

the amount of \$5,595,000,000 pursuant to the State General Obligation Bond Law to finance projects for a wildfire prevention, safe drinking water, drought preparation, and flood protection program.

SB 640 (Becker D) Transportation financing: jointly funded projects.

Status: 7/16/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 108, Statutes of 2021.

Summary: Current law provides for the deposit of various funds, including revenues from certain increases in fuel taxes and vehicle fees, for the program into the Road Maintenance and Rehabilitation Account. After certain allocations for the program are made, existing law requires the remaining funds available for the program to be continuously appropriated 50% for allocation to the department for maintenance of the state highway system or for the State Highway Operation and Protection Program and 50% for apportionment to cities and counties by the Controller pursuant to a specified formula. Current law requires a city or county to submit to the California Transportation Commission a list of proposed projects, as specified, to be eligible for an apportionment of those funds. This bill would authorize cities and counties to propose projects to be jointly funded by the cities and counties' apportionments of those funds, as specified.

SB 671 (Gonzalez D)Transportation: Clean Freight Corridor Efficiency Assessment.

Status: 7/7/2021-From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 11. Noes 0.) (July 7). Re-referred to Com. on APPR.

Summary: Would establish the Clean Freight Corridor Efficiency Assessment, to be developed by the California Transportation Commission, in coordination with other state agencies. In developing the assessment, the bill would require the commission to identify freight corridors, or segments of corridors, throughout the state that would be priority candidates for the deployment of zero-emission medium- and heavy-duty vehicles. The bill would require the commission to submit a report containing the assessment's findings and recommendations to certain committees of the Legislature by December 1, 2023. The bill would require the assessment's findings and recommendations to be incorporated into the development of the California Transportation Plan. The bill would require the state freight plan to include a description of needed infrastructure, projects, and operations for the deployment of zero-emission medium- and heavy-duty vehicles and the development of freight corridors identified in the assessment.

SB 726 (Gonzalez D) Alternative fuel and vehicle technologies: Sustainable Transportation Strategy.

Status: 7/6/2021-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 4.) (July 5). Re-referred to Com. on APPR.

Summary: Would require the State Air Resources Board and the State Energy Resources Conservation and Development Commission, in coordination with specified public agencies, including local air pollution control districts and air quality management districts, if those districts choose to participate, to jointly develop, no later than January 1, 2024, a comprehensive transportation sustainability strategy to be known as the Sustainable Transportation Strategy. The bill would specify that the purpose of the strategy is to evaluate the plans, actions, and required funding needed to reach the state's various transportation greenhouse gas emissions and criteria pollutant reduction goals in a cost-effective, technology neutral, and efficient manner, specifically considering the role of sustainable transportation goals and programs.

ITEM 7

MEETING DATE: August 27, 2021

TITLE: Federal Funding and Legislation Update (Receive and File)

PREPARED BY: MMS Strategies

OVERALL FEDERAL FUNDING UPDATE:

1. Member Designated Projects (i.e. House Transportation and Infrastructure Committee earmark)

Project Name: Capital SouthEast Connector - Segment D3 Class 1 Multi-Use Path and Broadband Project

Requested Amount: \$2,000,000

Status: Included in bill that has passed the House of Representatives. Inclusion of these earmarks in the final legislation remains uncertain.

2. Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grants (Department of Transportation grant program):

Project Name: White Rock Road Improvement Project (East Bidwell St to Latrobe Rd)

Requested Amount: \$24,450,000

Status: Submitted to DOT. Awards are expected in November 2021.

POTENTIAL OPPORTUNITIES WITHIN THE SENATE INFRASTRUCTURE BILL:

- \$12.5 billion for RAISE discretionary surface transportation grants, referred to in the bill as National Infrastructure Investments.
- \$4.8 billion for renamed Nationally Significant Multimodal Freight and Highway Projects, also referred to as the Infrastructure for Rebuilding America (INFRA) grant program. An additional \$6 billion would be authorized from the Treasury general fund.
- \$5 billion for the National Infrastructure Project Assistance grant program.
- \$2 billion for the Rural Surface Transportation grant program.



The 2,740-page bill is described as a \$1.2 trillion and is now sent to the House of Representatives for consideration. The IIJA incorporates four bills:

1. Surface Transportation Reauthorization Act of 2021,
2. Surface Transportation Investment Act,
3. Drinking Water and Wastewater Infrastructure Act, and
4. th Energy Infrastructure Act.

The Surface Transportation Reauthorization Act passed out of the Senate Committee on Environment and Public Works, and the Surface Transportation Investment Act passed out of the Senate Committee on Commerce, Science and Transportation, both with bipartisan support.

The IIJA includes \$550 billion in new spending over 5 years to rebuild roads and bridges, improve public transit systems, expand passenger rail, upgrade ports and airports, invest in broadband infrastructure, fix water systems, modernize the power sector, and improve climate resilience.

A breakdown of proposed spending totals is attached, and summarized below:

- \$110 billion for roads, bridges and major projects;
- \$66 billion for rail and Amtrak improvements;
- \$11 billion for safety improvements;
- \$39.2 billion for public transit;
- \$65 billion for broadband expansion;
- \$17 billion for ports;
- \$25 billion for airports; and
- \$7.5 billion for electric vehicle chargers.

The bill now heads to the House where an uncertain path awaits. Speaker of the House Nancy Pelosi has consistently held the position that the House would not reconvene until they could pass both the bipartisan infrastructure bill and the pending Democratic reconciliation bill.

ATTACHMENTS

- a. Summary of transportation funding items
- b. Highlight of new transportation legislation introduced

ITEM 7 a

A breakdown of the bill as it relates to transportation can be found below:

HIGHWAYS:

- **Highway Trust Fund (HTF):** The bill would transfer \$90 billion to the trust fund for highways and \$28 billion for mass transit.
- **Highway Programs:**
 - The bill's authorization for the main federal-aid highway programs would be \$52.5 billion in fiscal 2022, increasing 2% every year and reaching \$56.8 billion in fiscal 2026, from the HTF. The five-year total would be \$273.2 billion.
 - The authorization covers state apportionments for federal highway construction, as well as Surface Transportation Block Grants and other programs.
 - The measure also would set obligation limits on federal-aid highway and highway safety construction programs, totaling \$300.3 billion over the five-year period.
- **Bridge Investments:** The bill would authorize \$3.27 billion over five years from the HTF and \$3.27 billion over the same period from the Treasury general fund for new grants to repair and replace bridges.
- **Additional Funding:** The measure would authorize the following amounts over five years, mostly from the HTF:
 - \$4.8 billion for renamed Nationally Significant Multimodal Freight and Highway Projects, also referred to as the Infrastructure for Rebuilding America (INFRA) grant program. An additional \$6 billion would be authorized from the Treasury general fund.
 - \$2 billion for the Rural Surface Transportation Grant Program.
 - \$1.25 billion for the Transportation Infrastructure Finance and Innovation Act (TIFIA) program.
 - \$570 million to construct ferry boats and terminal facilities.
 - \$500 million for a pilot program offering grants to explore removing or retrofitting transportation facilities that created community barriers to mobility or economic development.
 - The measure also would authorize \$1 billion over five years from the general fund for grants to connect walking and biking infrastructure.

Climate Change and Alternative Vehicles:

- **Resilience:** The bill would set aside \$7.3 billion from the main federal-aid highway allocation and authorize an additional \$1.4 billion from the HTF from fiscal 2022 through 2026 as part of a new Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) program. It also would authorize \$500 million over five years to establish Transportation Resilience and Adaptation Centers of Excellence to study how to make transportation more resilient to extreme weather and climate change.
- **Carbon Reduction:** The measure would allocate \$6.42 billion over five years from federal-aid highway funds for a new program to reduce transportation-related carbon emissions. Eligible projects would include truck stop electrification systems, trail facilities for pedestrians and bicyclists, congestion management technologies, intelligent transportation system capital improvements, energy-efficient alternatives to street lights, electric vehicle charging infrastructure, and port electrification.

- **Charging & Refueling:** The measure would authorize \$2.5 billion over five years for grants for electric vehicle charging stations and alternative fuel infrastructure. Half of the funds would be set aside to install alternative fuel stations and infrastructure in publicly accessible locations, with priority for rural areas, low- and moderate-income neighborhoods, and communities with a low ratio of private parking to households or a high ratio of multiunit dwellings to single-family homes.
- **Additional Programs:**
 - \$500 million from the general fund for a Healthy Streets program to deploy cool pavements and expand tree cover.
 - \$250 million from the HTF for grants to reduce congestion in the busiest metropolitan areas.
 - \$250 million from the HTF for grants to reduce truck idling and emissions at port facilities.

Regulatory Items:

- The bill would codify elements of the Trump administration’s “one federal decision” policy that required agencies to coordinate reviews and authorization decisions for major infrastructure projects. It also set a goal for completing environmental reviews within two years.
- Under the bill, the lead agency would develop an environmental review schedule with the project sponsor that would be consistent with an agency average of not more than two years for major projects. It would specify conditions under which the schedule could be modified.
- Authorization decisions for construction of a major project would have to be completed within 90 days of the issuance of a record of decision for the project, although the lead agency could extend the deadline in some cases.
- The Transportation Department would have to establish a performance accountability system to track each major project. The department would also have to provide other relevant agencies with a list of categorical exclusions under the National Environmental Policy Act that are applicable to highway projects and that would accelerate project delivery if available to those agencies. The agencies would initiate rulemakings to adopt them.

Other Provisions:

- The bill would set aside \$50 million over five years from highway research and development funds for a new pilot program to explore the use of a national motor vehicle per-mile user fee to bolster the HTF. The Transportation Department would solicit voluntary participants from across the country and set user fees for passenger motor vehicles, light trucks, and medium- and heavy-duty trucks.
- The bill also would set aside \$75 million over five years to reauthorize and expand a separate program offering grants to states for pilot projects to test road usage fees and other alternative revenue mechanisms.
- Require the FHWA to develop a tool to help transportation authorities identify and respond to cyber incidents.
- Stipulate that at least 10% of the bill’s funds have to flow through small businesses owned by socially and economically disadvantaged individuals, though the Transportation Department could waive the requirement.
- Authorize grant recipients for transportation projects to implement a local, geographical, or economic hiring preference for construction workers. Such preferences couldn’t be construed to “unduly limit competition.”
- Modify eligibility rules for Surface Transportation Block Grants to include wildlife crossing structures, electric vehicle charging infrastructure, intelligent transportation technologies, and projects that

facilitate intermodal connections with emerging technologies such as magnetic levitation and hyperloop.

- Extend eligibility for TIFIA loans to airport projects and economic development projects related to rail stations, among other program changes.
- Make several changes to the INFRA grant program, including directing at least 15% of funds, instead of 10%, toward smaller projects, and establishing set-asides for projects with a higher nonfederal match or that would address certain critical freight needs.
- Require the Transportation Department to provide notice and opportunity for comment before waiving Buy America requirements.
- Direct public entities in public-private partnerships that cost \$100 million or more to review the private entity's compliance with the terms of their agreement within three years of when the project opens to traffic.
- Allow the Transportation Department to use alternative contracting methods—such as bundling or design-build contracting—on behalf of federal land management agencies and tribal governments.
- Authorize \$1 billion through fiscal 2026 for the Appalachian Regional Commission, which funds economic development projects.
- Reauthorize the State Infrastructure Bank Program through fiscal 2026.

Emergency Appropriations:

- The measure also would provide \$47.3 billion in supplemental emergency appropriations for highway infrastructure programs from the general fund. Amounts would be provided from fiscal 2022 through 2026, including totals of:
 - \$27.5 billion to repair and replace bridges and a separate \$9.24 billion for the Bridge Investment Program.
 - \$5 billion for states to deploy electric vehicle charging infrastructure and a data-sharing network.
 - \$3.2 billion for renamed Nationally Significant Multimodal Freight and Highway Projects, currently referred to as INFRA grants.
 - \$1.25 billion for the Appalachian Development Highway System.
 - \$500 million for a pilot program to remove transportation barriers in communities.

TRANSIT:

Transit Funding:

- The measure includes \$69.9 billion in contract authority from the mass transit account from fiscal 2022 through 2026 for the main formula-based transit grant programs. The fiscal 2022 allocation would be \$13.4 billion, compared with \$10.2 billion for fiscal 2021 under the one year extension of the FAST Act.
- **Allocations of grant funds:**
 - \$33.5 billion for Urbanized Area Formula Grants.
 - \$18.4 billion for the State of Good Repair Grants Program for upgrading older rail and bus systems in urbanized areas.
 - \$4.58 billion for public transportation in rural areas.
 - \$3.16 billion for bus and facility formula grants.
 - \$2.34 billion for low- or zero-emission bus grants. At least 5% would be used for training workers to use the buses.



- \$1.94 billion for improving transit services for seniors and individuals with disabilities in urbanized and rural areas.

Capital Investment Grants:

- The measure would authorize a total of \$15 billion from the general fund over five years for Capital Investment Grants for fixed guideway projects such as rapid and commuter rail, streetcars, bus rapid transit, and ferries.
- The bill would increase the federal cost cap for small starts projects to \$150 million, from \$100 million, and the limit on total capital costs to \$400 million, from \$300 million.

Other Provisions:

- **WMATA:** The measure would authorize a total of \$1.35 billion from fiscal 2022 through 2030 for the Washington Metropolitan Area Transit Authority, while requiring changes to its Office of Inspector General, including independent hiring and budget authority.
- **Housing:** The measure would require housing, and the connection between housing and employment, to be considered as part of metropolitan planning processes.

Emergency Appropriations:

- \$10.3 billion for Transit Infrastructure Grants, with \$5.25 billion set aside for low- and zero-emission bus grants, and \$4.75 billion for State of Good Repair grants.
- \$8 billion for Capital Investment Grants. \$1.75 billion to upgrade accessibility at transit stations for people with disabilities.
- \$1 billion to provide scheduled ferry transportation service in rural areas.

RAIL:

Amtrak:

- The measure would authorize the following amounts for Amtrak grants from fiscal 2022 through 2026:
 - \$12.7 billion for National Network grants.
 - \$6.57 billion for Northeast Corridor grants.

Other Rail Grants:

- The bill also would authorize the following amounts from fiscal 2022 through 2026 for Rail Improvement Grants:
 - \$7.5 billion for renamed Federal-State Partnership for Intercity Passenger Rail Grants.
 - \$5 billion for Consolidated Rail Infrastructure and Safety Improvements (CRISI) grants.
 - \$2.5 billion to eliminate railroad crossings. At least 20% would be allocated to projects in rural areas or on tribal lands. At least 5% of funds would be reserved for projects in counties with 20 or fewer residents per square mile based on the most recent census.

Safety:

- The Transportation Department would be required to:
 - Issue rules requiring passenger and commuter rail carriers to implement inspection plans that comply with regulations, including having adequate emergency lighting.
 - Conduct audits of passenger rail operator training, qualification, and certification programs for locomotive engineers and conductors once every five years.

- Issue safety regulations for high-speed rail services in consultation with related experts.
- Expand the data the Federal Railroad Administration collects related to accidents and incidents to include the train length and crew size.
- Require all mechanical employees to take breath or body fluid testing for controlled substances, including pre-employment and random testing.

Emergency Appropriations:

- The measure also would provide supplemental emergency appropriations for fiscal 2022 through 2026 for rail programs, including:
- \$36 billion for the Federal-State Partnership for Intercity Passenger Rail Grants, with as much as \$24 billion set aside for the Northeast Corridor.
- \$16 billion for Amtrak's National Network and \$6 billion for the Northeast Corridor.
- \$5 billion for the CRISI program.
- \$3 billion to eliminate hazards at railway-highway crossings.

SAFETY:

- The bill would authorize about \$6.9 billion over five years for the National Highway Traffic Safety Administration (NHTSA) and related driver safety programs.
- Total authorized funding from fiscal 2022 through 2026 would include the following amounts from the Highway Trust Fund:
 - \$1.89 billion for highway safety programs.
 - \$1.76 billion for national priority safety programs.
 - \$970 million for highway safety research and development.
 - \$205.8 million for NHTSA administrative expenses.
- The bill would require states to include in their highway safety programs efforts to:
 - Encourage widespread and correct use of child restraints.
 - Reduce crashes caused by misuse or misunderstanding of new vehicle technology.
 - Provide information relating to child heatstroke death in vehicles.
 - Reduce injury caused by drivers not moving over for stopped service vehicles.
 - Educate drivers about the risks associated with marijuana-impaired driving.
- The measure would also:
 - Allow states to use highway safety funds to operate automated traffic enforcement systems in a work or school zone.
 - Require states to submit highway safety plans at least once every three years beginning in fiscal 2022.
 - Mandate states submit annual grant applications demonstrating their alignment with their approved highway safety plans.
- **New Grant Programs:** The measure would authorize \$200 million annually from fiscal 2022 through 2026 for a "Safe Streets and Roads for All" program that would make competitive grants for state projects that significantly reduce or eliminate transportation-related fatalities. The federal share of such a project couldn't exceed 80%.
- It would also authorize \$150 million annually from fiscal 2022 through 2026 for the department to establish a grant program to modernize state data collection systems

RESEARCH AND INNOVATION:

ARPA-I:

- An “Advanced Research Projects Agency-Infrastructure” would be established within the Transportation Department. It would support research projects that develop innovative solutions to reduce long-term costs of infrastructure development, mitigate transportation’s lifecycle effects on the environment, such as to greenhouse gas emissions, and promote resilience from physical and cyber threats.

Smart Transportation:

- The measure would authorize a total of \$500 million over five years for the Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Program that would support demonstration projects on smart technologies that improve transportation efficiency and safety, such as autonomous vehicles and smart grids to support electric vehicles.

Permits & Environmental Reviews:

- The measure would establish a center within the Transportation Department to improve interagency coordination and expedite projects related to permits and environmental reviews for major transportation infrastructure projects. The center could also provide technical assistance for compliance with the National Environmental Policy Act.

Travel and Tourism:

- The measure would establish a chief travel and tourism officer within the Transportation Department. The officer would implement a strategy for the department and other agencies to use infrastructure investments to support the travel and tourism industry during the Covid-19 pandemic.

AVIATION:

Emergency Appropriations:

- The measure also would provide supplemental emergency appropriations for aviation programs for fiscal 2022 through 2026, including:
 - \$15 billion in formula funding for Airport Improvement Program projects.
 - \$5 billion for airport terminal development projects.
 - \$5 billion for Federal Aviation Administration facilities and equipment, including FAA-owned contract towers.

MULTIMODAL AND FREIGHT:

National & Local Infrastructure:

- The measure would authorize the following amounts for fiscal 2022 through 2026:
 - \$10 billion for grants supporting infrastructure projects with national or regional significance, including highway and bridges on national freight networks, freight rail projects with public benefits, railway-highway grade elimination, intercity passenger rail, and certain public transit projects. Lawmakers could pass a joint resolution blocking funds for selected projects.



- \$7.5 billion for projects with local or regional significance, including highways, bridges, public transit, passenger rail, port infrastructure, parts of airport projects, and culvert replacement.

Culvert Replacements:

- The measure would authorize \$4 billion from fiscal 2022 through 2026 for grants to remove culverts that impede the passage of fish swimming upstream.

Other Provisions:

- The measure also would:
 - Establish and authorize “such sums as are necessary” for an Office of Multimodal Freight Infrastructure and Policy at the Transportation Department, headed by a presidentially appointed assistant secretary.
 - Increase how much mileage states can propose adding to the national multimodal freight network established under the FAST Act. Each state could propose as much as 30% of the total mileage designated by the Transportation Department for the state, instead of 20%.
 - Expand the national freight strategic plan established by the Transportation Department under the FAST Act to consider how the national freight system affects the environment and underserved communities, and how it’s affected by e-commerce.

Emergency Appropriations:

- The measure also would provide supplemental emergency appropriations for multimodal transportation projects over five years, including:
 - \$12.5 billion for Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary surface transportation grants, referred to in the bill as National Infrastructure Investments. That would include \$7.5 billion for projects with significant local or regional effects and \$5 billion for multimodal projects of national or regional significance.
 - \$1 billion for grants to remove culverts that impede the passage of fish swimming upstream.

ITEM 7 b

A highlight of new bills as they relate to transportation can be found below:

Bills Introduced:

[H.R.5000](#) — 117th Congress (2021-2022)

To appropriate funds to carry out certain Appalachian Regional Commission grant programs.

Sponsor: [Rep. Lamb, Conor \[D-PA-17\]](#)

Introduced: 8/10/2021

[H.R.4998](#) — 117th Congress (2021-2022)

To direct the Secretary of Homeland Security and heads of related agencies to construct and staff passenger rail preclearance facilities in the United States.

Sponsor: [Rep. Higgins, Brian \[D-NY-26\]](#)

Introduced: 8/10/2021

[H.R.4996](#) — 117th Congress (2021-2022)

To amend title 46, United States Code, with respect to prohibited acts by ocean common carriers or marine terminal operators.

Sponsor: [Rep. Garamendi, John \[D-CA-3\]](#)

Introduced: 8/10/2021

[H.R.4980](#) — 117th Congress (2021-2022)

To direct the Secretary of Homeland Security to ensure that any individual traveling on a flight that departs from or arrives to an airport inside the United States, or a territory of the United States is fully vaccinated against COVID-19.

Sponsor: [Rep. Torres, Ritchie \[D-NY-15\]](#)

Introduced: 8/6/2021

[H.R.4957](#) — 117th Congress (2021-2022)

To direct the Secretary of Transportation to issue regulations to require the announcement of the penalty for interference with cabin or flight crew.

Sponsor: [Rep. Green, Al \[D-TX-9\]](#)

Introduced: 8/6/2021

[S.2643](#) — 117th Congress (2021-2022)

A bill to adjust certain ownership and other requirements for passenger vessels.

Sponsor: [Sen. Lee, Mike \[R-UT\]](#)

Introduced: 8/5/2021

[S.2642](#) — 117th Congress (2021-2022)

A bill to exempt large cruise ships from certain requirements applicable to passenger vessels.

Sponsor: [Sen. Lee, Mike \[R-UT\]](#)

Introduced: 8/5/2021

ITEM 8

MEETING DATE: August 27, 2021

TITLE: Approve Release of a Request for Proposals for Consulting Services related to Project Performance Benefits Analysis

PREPARED BY: Matt Lampa

RECOMMENDATION

Approve Resolution 2021-15 authorizing the Executive Director to release a Request for Proposals ("RFP") for consulting services related to project performance benefits analysis.

BACKGROUND

Transportation funding policies have shifted in recent years to evaluate how projects address climate change, transportation equity and resiliency, and environmental justice. Below are examples of current policy and funding priority changes (emphasis added):

Federal - USDOT INFRA Grant Website:

For the first time, the USDOT seeks INFRA projects that address climate change and environmental justice. Projects will be evaluated on whether they were planned as part of a comprehensive strategy to address climate change, or whether they support strategies to reduce greenhouse gas emissions such as deploying zero-emission-vehicle infrastructure or encouraging modal shift and a reduction in vehicle-miles-traveled.

Racial equity will also be considered as a selection criterion, to the extent that project sponsors have completed equity-focused community outreach, and projects are designed to benefit underserved communities. The Department will also consider whether the project is located in a federally designated community development zone, including qualified Opportunity Zones, Empowerment Zones, Promise Zones, or Choice Neighborhoods.

Federal - RAISE Notice of Funding Opportunity (excerpts from Section 3):

Consistent with the environmental sustainability merit criterion, the Department seeks to fund projects under the RAISE Program that considered climate change and environmental justice in the planning stage and were designed with specific elements

to address climate change impacts. Projects that incorporate such planning considerations are expected to better address climate change and advance long-term environmental sustainability. Projects should directly support Climate Action Plans or apply environmental justice screening tools in the planning stage. Projects should include components that reduce emissions, promote energy efficiency, increase resiliency, and recycle or redevelop existing infrastructure. This objective is consistent with Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619). As part of the Department's implementation of that Executive Order, the Department seeks to fund projects that, to the extent possible, target at least 40% of resources and benefits towards low-income communities, disadvantaged communities, communities underserved by affordable transportation, or overburdened communities.

Consistent with the quality of life and partnership merit criteria, the Department seeks to use the RAISE program to encourage racial equity in two areas: (1) incorporating planning and adopting policies related to racial equity and reducing barriers to opportunity; and (2) investing in projects that either proactively address racial equity and barriers to opportunity, including automobile dependence as a form of barrier, or redress prior inequities and barriers to opportunity. This objective supports the Department's strategic goal related to infrastructure, with the potential for significantly enhancing environmental stewardship and community partnerships, and reflects Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009). Section E describes racial equity considerations that an applicant can undertake to address these criteria. Projects that have not sufficiently considered racial equity in their planning, as determined by the Department, will be required to before receiving funds for construction. See Section F.4 of this NOFO for program requirements.

State –Executive Order N-19-19:

The State Transportation Agency shall leverage the more than \$5 billion in annual state transportation spending for construction, operations, and maintenance to help reverse the trend of increased fuel consumption and reduce greenhouse gas emissions associated with the transportation sector. To accomplish this, the State Transportation Agency, in consultation with the Department of Finance, shall:

- Align the state's climate goals with transportation spending on planning, programming and mitigation to achieve the objectives of the state's Climate Change Scoping Plan, where feasible,
- Reduce vehicle miles traveled by strategically directing discretionary transportation investments in support of housing production near available jobs and in accordance with the state's smart growth principles, as defined in Government Code section 65041 .I, and taking public health into account,

- Reduce congestion through innovative strategies designed to encourage people to shift from cars to other modes of transportation,
- Fund transportation options that contribute to the overall health of Californians and reduce greenhouse gas emissions, such as transit, walking, biking and other active modes, and
- *Mitigate increases in transportation costs for lower income Californians.*

DISCUSSION

To better position the JPA and member agencies for funding opportunities and programs, it is essential to establish performance benefits that quantify the following for the 34-mile project: Air Quality Benefit Analysis, Environmental Justice Benefit Analysis, Crash Modification Benefit Analysis, Greenhouse Gas Reduction Benefit Analysis, Climate Resiliency Benefit Analysis, Transportation Equity Benefit Analysis, Barriers to Opportunity Benefit Analysis, and Environmental Sustainability Benefit Analysis.

The performance benefits combined with an economic impact analysis will show how the project improves the quality of life for all users and offers regional benefits. Quantifying the benefits will increase the funding opportunity and provide accurate information and data to our project partners, stakeholders, and the public.

SCHEDULE AND BUDGET

Staff anticipates the work effort will be completed in approximately 12 months, with individual deliverables completed intermittently.

The FY 2021-22 Budget approved up to \$1.4M for Project Related Professional Services. Staff estimates the work effort will cost approximately \$250,000.

Contract STA-21-CAE-003 between the JPA and Sacramento Transportation Authority ("STA") provides funding to the JPA for capital costs associated with the project up to \$4M through FY 2024 and will be utilized for this work.

ATTACHMENTS

- a. Resolution 2021-15



ITEM 8 a

RESOLUTION 2021-15

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR TO RELEASE
A REQUEST FOR PROPOSALS FOR CONSULTING SERVICES RELATED TO
PROJECT PERFORMANCE BENEFITS ANALYSIS**

BE IT RESOLVED that the Board of Directors (“Board”) of the Capital SouthEast Connector Joint Powers Authority (“Connector JPA”) desires to explore and pursue all available funding for construction of all 34 miles of the Connector; and

BE IT FURTHER RESOLVED that the Board recognizes the need to evaluate the Connector benefits related to climate change, transportation equity and resiliency, and environmental justice (collectively “Funding Considerations”) for consideration in future funding opportunities at the Federal, State, and Regional level; and

BE IT FURTHER RESOLVED that the Board hereby authorizes and directs the Executive Director to release a Request for Proposals for consulting services to analyze the Connector Project performance benefits.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 27th day of August, 2021, on a motion by Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

ITEM 9

MEETING DATE: August 27, 2021

TITLE: Authorize the Executive Director to Execute an Agreement with Sloan Sakai Yeung & Wong LLP for Legal Services

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Resolution 2021-16 authorizing the executive director to execute an agreement with Sloan Sakai Yeung & Wong LLP ("Sloan Sakai") for legal services for a three year term for an amount not to exceed \$600,000.

INTRODUCTION

Delivery of large, visible transportation projects require a myriad of legal expertise, including litigation, CEQA compliance, right of way acquisition, construction contracts, and familiarity with the type of issues and potential problems associated with transportation planning agencies. The JPA's existing agreement with Sloan Sakai for as General Counsel for legal services will expire September 1, 2021 and no further extensions are allowed.

BACKGROUND

- Section II A. of the JPA's Contracting and Purchasing Procedures Manual states that the Board of Directors shall award professional services contracts that exceed \$50,000.
- Resolution 2021-04, approved April 30, 2021, authorized staff to release a Request for Proposals ("RFP") for general legal services to support the JPA and its project delivery efforts.

SUMMARY OF PROCUREMENT

- The RFP was advertised on ConnectorJPA.net and PublicPurchase.com, Public Notices were published in three newspapers of general circulation, and the RFP was e-mailed to approximately 22 firms.



- The RFP was available May 7, 2021, and proposals were due no later than 4:00 p.m. on June 4, 2021.
- The JPA received one proposal, and a ranking committee comprised of JPA staff evaluated the proposal for compliance with the requirements of the RFP. Based on the extensive advertisement of the RFP, there is no basis to believe that re-advertising the RFP would result in the submission of additional proposals.
- Following a review of the proposal, it was determined that Sloan Sakai's understanding of the overall goals of the requested services, experience as JPA General Counsel since formation of the JPA, and qualifications best met the needs of the JPA, and is recommended for award of the Agreement.

DISCUSSION

Sloan Sakai will provide General Counsel legal services and advice on all aspects of the Connector's activities, including: Board governance and compliance with the Brown Act open meetings law and the Public Records Act; the California Environmental Quality Act; advice and counseling on personnel matters; and drafting and review of all contracts and memoranda of understanding, to ensure compliance with all applicable state and federal requirements.

BUDGET

The Not to Exceed amount for each fiscal year will not exceed the amount outlined in the approved budget for each fiscal year. The three-year agreement is subject to annual budget approval.

The FY 2021-22 Budget approved up to \$300,000 for Legal Services.

Contract STA-21-CAE-003 between the JPA and Sacramento Transportation Authority ("STA") provides funding to the JPA for capital costs associated with the general administration of the JPA and will be utilized for this legal services agreement.

ATTACHMENTS

- a. Resolution 2021-16
- b. Agreement JPA-FY22-01



ITEM 9 a

RESOLUTION 2021-16

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT
WITH SLOAN SAKAI YEUNG & WONG LLP FOR LEGAL SERVICES**

BE IT RESOLVED that the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") hereby authorizes the Executive Director to enter into a three-year agreement with Sloan Sakai Yeung & Wong LLP for Legal Services for an amount Not To Exceed \$600,000.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 27th day of August, 2021, on a motion by
Director _____, seconded by Director _____, by the following
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY

AGREEMENT

This AGREEMENT is made and entered into this ___ day of _____ 2021, at Sacramento, California, by and between the Capital SouthEast Connector Joint Powers Authority,¹ a joint powers authority, (hereinafter “Authority”), through its Executive Director, and Sloan Sakai Yeung & Wong LLP, a California limited liability partnership, (hereinafter “Consultant”).

RECITALS:

1. **WHEREAS**, Consultant represents that it is specially trained and/or has the experience and expertise necessary to competently perform the Scope of Work set forth in this Agreement; and
2. **WHEREAS**, Consultant is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. **WHEREAS**, the Authority desires to contract with Consultant to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Authority and Consultant mutually agree as follows:

1. **Time of Performance**: Consultant shall commence work upon execution of this Agreement. Consultant shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on **September 1, 2024**, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties.
2. **Scope of Work**: Upon the execution of this Agreement, Consultant agrees to fully perform the work described in **Exhibit “A” – Scope of Work**.

Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment, and services customarily necessary to complete the scope of work including, but not limited to, those tasks identified in **Exhibit “A”**, incorporated herein and made by reference a part hereof, to be issued in accordance with this Agreement.

In the event of any inconsistency between Exhibit “A” and other terms and conditions of this Agreement, Exhibit “A” shall control. The Authority reserves the right to review and approve all work to be performed by Consultant in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Consultant in writing for prior review and approval by the Authority’s Executive Director. Approval shall not be presumed unless such approval is made by the Authority in writing.

¹ The full legal name of the Capital SouthEast Connector Authority is the “Elk Grove-Rancho Cordova-El Dorado Connector Authority.”

Deliverables for the specific items of work to be provided under the Scope of Work shall be as specified therein and shall be submitted in accordance with the timeframes specified in Exhibit “A”, hereto. Modifications to the deliverables required and completion times specified in Exhibit “A”, hereto may only be made in accordance with the prior written approval of Authority’s Executive Director. In performance of the Scope of Work, Consultant shall endeavor to conduct all meetings with the Authority in person unless otherwise directed by the Authority or unless otherwise necessary due to local, state, or federal emergency declarations or health and safety protocols.

In addition to the specific services identified in Exhibit A, hereto, this Exhibit “A” may also include Optional Tasks. Such Optional Tasks may supplement or modify the Scope of Work as identified in Exhibit A, hereto or may include, but not be limited to, additional items of work that are deemed critical by Authority’s Executive Director to the furtherance of completing the Project. Before proceeding with any work concerning Optional Tasks under this Agreement, Consultant shall obtain written approval, authorization, and written notification to proceed from Authority’s Executive Director, prior to commencement of the work. No payment will be made for any Optional Tasks performed prior to approval.

If a submittal or deliverable identified in Exhibit “A” is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD 2010 or AutoCAD Civil 3D 2010 format shall be used for submittal of plans or other similar documents as specified by the Authority. All digital photographs shall be submitted on CD-ROMs in jpeg format with a minimum resolution of 2816 X 2112. All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to Authority’s computer and engineering applications and that are acceptable to the Authority. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by Authority’s Executive Director.

Unless otherwise indicated, receipt of this executed Agreement is Consultant’s Notice to Proceed with the work specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

3. Standard of Quality: All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

4. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders and decrees. Consultant warrants and represents to the Authority that Consultant shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession or are necessary and incident to the performance of the services and work Consultant performs under this Agreement. Consultant shall provide written proof of such licenses, permits, insurance and approvals upon request by the Authority. The Authority is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: Payment to Consultant by the Authority shall be made as set forth in **Exhibit “B” – Budget**. The amount to be paid to Consultant under this Agreement **shall be subject to annual budget approval** and allocation by the Authority and shall not exceed **Six Hundred Thousand**

Dollars (\$600,000.000) for the term of this Agreement unless expressly authorized in writing by the Executive Director. In no instance shall the Authority be liable for any payments or costs for work in excess of this amount, nor for any unauthorized costs. Consultant shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Consultant, as provided in this Agreement, shall be in compensation for all of Consultant's expenses incurred in the performance of work under this Agreement, including travel, per diem, and other direct costs, unless otherwise expressly so provided. Other direct costs include: filing fees and other fees fixed by law or assessed by courts and other agencies; courier and overnight delivery service; travel expenses, which consists of vehicle mileage only charged at the IRS business rate; investigation expenses (as pre-approved by the Authority); consultants' fees (as pre-approved by the Authority); and copy service fees. All costs and expenses shall be fully itemized at actual cost. No markup will occur on other direct costs.

6. Reporting and Payment: Consultant shall submit monthly billings in arrears to the Authority no later than the 10th of each month. Said billings shall indicate the number of hours worked by each of Consultant's personnel, a summary of work performed for each hour invoiced, and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. All bills shall include an invoice summary reflecting: 1) the original contract amount; 2) the total amount billed to date; 3) the remaining contract amount; and 4) the amount of the current bill. The billings shall include documentation of reimbursable expenses and billed items sufficient for the Authority, in its opinion, to substantiate billings. Authority shall notify Consultant within ten (10) working days following receipt of said billing of any circumstances or data identified by the Authority in Consultant's written billing which would cause withholding of approval and subsequent payment. Consultant shall be paid within forty-five (45) days after Authority approval of each billing. Consultant acknowledges that Authority is a public agency subject to certain limitations on payments for services rendered within a fiscal year and hereby agrees to submit invoices for work performed pursuant to this Agreement within one hundred twenty (120) days of performance of said work. Invoices submitted more than one hundred twenty (120) days after work is performed will not be paid unless approved by the Authority in its sole discretion. The Authority reserves the right to withhold payment of disputed amounts.

7. Independent Consultant: The Consultant, and the agents and employees of the Consultant, in the performance of this Agreement, shall act as and be independent Consultants and not officers or employees or agents of the Authority. Consultant, its officers, employees, agents, and subconsultants, if any, shall have no power to bind or commit the Authority to any decision or course of action, and shall not represent to any person or business that they have such power. Consultant has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Consultant in the performance of services under this Agreement. Consultant shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

- a. The Authority shall have the right to terminate this Agreement by giving Consultant fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Consultant at the address indicated in Section 17.
- b. If the Authority issues a notice of termination:

- (1) Consultant shall immediately cease rendering services pursuant to this Agreement.
- (2) Consultant shall deliver to the Authority copies of all Writings, whether or not completed, which were prepared by Consultant, its employees or its subconsultants, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.
- (3) The Authority shall pay Consultant for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5 less any compensation to the Authority for damages suffered as a result of Consultant's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Consultant does not meet the terms or standards specified in this Agreement, then the Authority shall be obligated to compensate Consultant only for that portion of Consultant's services which is of benefit to the Authority.

9. Assignment: The parties understand that the Authority entered into this Agreement based on the professional expertise and reputation of Consultant. Therefore, without the prior express written consent of the Authority, this Agreement is not assignable by the Consultant either in whole or in part.

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

11. Time: Time is of the essence in this Agreement.

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

13. Consultants and Subconsultants: Consultant shall not subcontract any portion of the work without the prior express written authorization of the Authority. If the Authority consents to a subcontract, Consultant shall be fully responsible for all work performed by the subconsultant.

- a. The Authority reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Any contract or sub-contract shall require the Consultant and its subconsultants, if any, to:
 - (1) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace.

- (2) Maintain at least the minimum State-required Workers’ Compensation Insurance for those employees who will perform the work or any part of it.
- (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Consultant or any subconsultant in performing work associated with this Agreement or any part of it.
- (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- (5) Permit the Authority and/or its designees, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. Indemnity: Consultant specifically agrees to indemnify, defend, and hold harmless the Authority, its directors, officers, members, agents, and employees (collectively the “Indemnitees”) from and against any and all actions, claims, demands, losses, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively “Losses”) arising out of or in any way connected with the performance of this Agreement. The parties agree that Consultant’s obligation to defend the Authority is limited to reimbursing the Authority for its costs and expenses (collectively “Costs”) for defending a claim, as those Costs are incurred by the Authority. The parties further agree that the Authority will reimburse Consultant for that portion of the reasonable Costs incurred by Consultant in the defense of the Authority which are attributable to the Authority’s active negligence, recklessness, or willful misconduct, as determined through settlement, arbitration, or litigation. Consultant shall pay all Costs that may be incurred by the Authority in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination or assignment of this Agreement.

15. Insurance Requirements: Consultant hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the described insurance coverage per Table 1.

Table 1: Insurance Requirements

| POLICY | MINIMUM LIMITS OF LIABILITY |
|--|---|
| <u>Workers’ Compensation; Employer’s Liability</u> | Statutory requirements for Workers’ Compensation; \$1,000,000 Employer’s Liability. |
| <u>Comprehensive Automobile:</u> Insurance Services Office, Form #CA 0001 covering Automobile Liability, code 1 (any auto). | Bodily Injury/Property Damage \$1,000,000 each accident. |

| | |
|---|--|
| <p><u>General Liability:</u> Insurance Service Office Commercial General Liability coverage (occurrence Form #CG 0001).</p> | <p>\$2,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.</p> |
| <p><u>Errors and Omissions/Professional Liability:</u> Errors and Omissions liability insurance appropriate to the Consultant's profession as defined by the Authority.</p> | <p>Limit no less than \$2,000,000 per occurrence or claim.</p> |

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, Authority requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

- a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by the Authority.
- b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (1) For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the Authority, its directors, officers, employees and agents. Any insurance or self-insurance maintained by the Authority, its directors, officers, employees or agents shall be in excess of the Consultant's insurance and shall not contribute to it.
 - (2) Any failure by Consultant to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Authority, its directors, officers, employees or agents.
 - (3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Authority.
 - (5) Consultant hereby grants to Authority a waiver of any right to subrogation which any insurer of said Consultant may acquire against Authority by virtue of payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Authority has received a waiver of subrogation endorsement form the insurer.
- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by the Authority.

- d. Certificate of Insurance and Additional Insured Requirement: Consultant shall furnish to the Authority an original Certificate of Insurance on a standard ACORD form, or other form acceptable to the Authority, substantiating the required coverages and limits set forth above and also containing the following:
 - (1) Thirty (30) days prior written notice to the Authority of the cancellation, non-renewal, or reduction in coverage of any policy listed on the Certificate; and
 - (2) The following statement with respect to the Commercial General Liability policy:
“The Elk Grove – Rancho Cordova – El Dorado Connector Authority and its directors, officers, employees and agents, are made additional insureds, but only insofar as the operations under this Agreement are concerned.”
- e. Certified Copies of Policies: Upon request by the Authority, Consultant shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- f. Consultant’s Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Consultant may be held responsible for damages resulting from Consultant’s operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Consultant of liability in excess of such minimum coverage, nor shall it preclude the Authority from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Consultant’s indemnity obligations.

16. Audit, Retention and Inspection of Records:

- c. The Authority or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively “Records”) pertaining to performance of this Agreement, including any Records in the possession of any subconsultants, for the purpose of monitoring, auditing, or otherwise examining the Records. Consultant agrees to provide the Authority or its designees with any relevant information requested and shall permit the Authority or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable federal and state laws and regulations. Consultant further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- d. If so directed by the Authority upon expiration of this Agreement, the Consultant shall cause all Records to be delivered to the Authority as depository.

17. Project Managers: The Authority's project manager for this Agreement is the Executive Director unless the Authority otherwise informs Consultant. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the Authority's Project Manager at the following address:

Derek Minnema
Capital SouthEast Connector Joint Powers Authority
10640 Mather Blvd., Suite 120
Mather, CA 95655

Consultant's project manager for this Agreement is **Nancy Miller**. No substitution of Consultant's project manager is permitted without the prior written agreement of the Authority, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8 (a) above, any notice, report, or other communication to Consultant required by this Agreement shall be mailed by first-class mail to:

Nancy Miller, Partner
Sloan Sakai Yeung & Wong LLP
555 Capitol Mall, Suite 600
Sacramento, CA 95814

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

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

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

21. National Labor Relations Board Certification: Consultant, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant's failure to comply with an order of a federal court which orders Consultant to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Consultant assures the Authority that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

23. Compliance with Non-Discrimination and Equal Employment Opportunity Laws: It is the Authority's policy to comply with state and federal laws and regulations including Title VI

of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. The Authority does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. The Authority prohibits discrimination by its employees, Consultants and consultants. Consultant assures the Authority that it complies with, and that Consultant will require that its subconsultants comply with, the following non-discrimination and equal opportunity laws. Any failure by Consultant to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Authority may deem appropriate.

- a. Consultant and its subconsultants shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued.
- b. Consultant and its subconsultants shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Consultant and its subconsultants shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Consultant and its subconsultants will not unlawfully discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. Consultant and its subconsultants will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subconsultants will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission

implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Consultant will include the non-discrimination and equal employment opportunity provisions of this section (provisions a. through c. above) in all contracts to perform work funded under this Agreement.

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

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

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

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

26. Debarment, Suspension, and Other Responsibilities: Consultant certifies and warrants that neither the Consultant firm nor any owner, partner, director, officer, or principal of Consultant, nor any person in a position with management responsibility or responsibility for the administration of funds:

- a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.
- b. Has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above.
- d. Has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

27. Conflicts of Interest: Consultant shall not enter into any contract or agreement during the term of this Agreement which will create a conflict of interest with Consultant's duties to the Authority or that in any way compromises the services to be performed by Consultant under this Agreement. A conflict of interest arises when Consultant directly, or indirectly renders services, or undertakes any employment or consulting agreement with a third party with whom the Authority's interests are adverse. A personal conflict of interest arises in situations where financial or other personal or professional considerations compromise Consultant's objectivity, professional judgment and/or ability to perform services pursuant to the terms of this Agreement. Consultant shall immediately notify the Authority of any potential conflicts of interest upon becoming aware of the conflict including any contracts or potential contracts with landowners directly adjacent to the Connector alignment or any contracts or potential contracts with member agencies of the Authority wherein the interests of the parties are adverse. If such conflicts are discovered during the term of this Agreement, Authority may, in Authority's sole discretion, terminate this Agreement.

28. Political Reform Act Compliance: Consultant is aware and acknowledges that certain Consultants that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Consultant agrees that any of its officers or employees deemed to be "consultants" under the Act by the Authority, as provided for in the Conflict of Interest Code for the Authority, shall promptly file economic disclosure statements for the disclosure categories determined by the Authority, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

29. Campaign Contribution Disclosure: Consultant has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed Levine Act Disclosure Statement.

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

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

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

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

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

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

36. Ownership; Permission:

- a. Consultant agrees that all work products, including but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of the Authority, provided that Consultant may retain file copies of said work products. Consultant shall provide said work products to the Authority upon request.
- b. Consultant represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Consultant or that all required permissions and license agreements have been obtained and paid for by Consultant; and (ii) the Authority is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise

specifically provided in Exhibit A. Consultant shall defend, indemnify and hold harmless the Authority and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

37. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

[SIGNATURES ON NEXT PAGE]

DRAFT

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

CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY

DEREK MINNEMA
Executive Director

SLOAN SAKAI YEUNG & WONG LLP

Nancy Miller
Partner

Attachments:

Exhibit A: Scope of Work
Exhibit B: Budget

DRAFT

EXHIBIT "A"

Sloan Sakai will provide General Counsel legal services and advice on all aspects of the Connector's activities, including: developing and evaluating organizational options for the operation of the Connector, environmental review, compliance with the Brown Act open meetings law and the Public Records Act; the California Environmental Quality Act; advice and counseling on personnel matters; and drafting and review of all contracts and memoranda of understanding, to ensure compliance with all applicable state and federal requirements.

If determined by General Counsel and the Executive director that specialized legal services are needed in connection with a local sales tax measure, General Counsel proposes engaging Bell, McAndrews & Hiltachk, LLP to provide such services. These services would only be utilized if approved by General Counsel and the Executive Director consistent with Connector JPA Board policies and within the approved legal services budget.

DRAFT

EXHIBIT “B”

COST PROPOSAL

The Firm will provide legal services to the JPA at the following discounted public agency hourly rates:

| | |
|-----------------|--------|
| Nancy Miller | \$ 295 |
| Osman Mufti | \$ 255 |
| Madeline Miller | \$ 255 |
| DeeAnne Gillick | \$ 260 |

If other Firm attorneys are needed, they will provide services at the following rates:

| | |
|-------------------------------------|-----------------|
| Other Associates and Senior Counsel | \$ 240 - \$ 310 |
| Other Partners and Of Counsel | \$ 315 - \$ 385 |
| Paralegal/Legal Support | \$ 105 - \$ 185 |

Subcontractor Rates:

Bell, McAndrews & Hiltachk, LLP (specialized legal services not to exceed \$20,000)

| | |
|-----------------|-------|
| Thomas Hiltachk | \$525 |
|-----------------|-------|

Annual adjustments, no greater than 5%, to our legal services rates will be implemented after the first year of the proposed contract upon providing prior notice to the JPA.

We use a computerized billing system that is capable of tracking multiple account codes for each of our clients. We bill on a monthly basis for services performed and costs incurred. Our statements include billed amounts broken out by attorney, task, and time increments. Payment is due within 30 days of the date an invoice is rendered. Past due amounts will be shown on the invoice.

The Firm charges separately for certain costs in the representation, as well as for any disbursements to third parties made on a client’s behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery, and messenger services. For major disbursements to third parties, invoices may be sent directly to the client for payment. You may terminate our services at any time, subject to any applicable requirements for withdrawal of counsel imposed by a tribunal. The firm reserves the right to withdraw from the representation for failure of the client to make timely payment of fees, costs, and disbursements in accordance with the fee arrangement described in this letter, or for any other reason permitted by the applicable Rules of Professional Conduct.

ITEM 10

MEETING DATE: August 27, 2021

TITLE: Authorize the Executive Director to Execute an Agreement with Madrone Ecological Consulting, LLC for Environmental Mitigation Services

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Resolution 2021-17 authorizing the executive director to execute an agreement with Madrone Ecological Consulting, LLC for environmental mitigation services related to Connector project mitigation through the South Sacramento Habitat Conservation Plan for an amount not to exceed \$94,640.

INTRODUCTION

The Connector JPA is in a unique position with respect to the South Sacramento Habitat Conservation Plan ("SSHCP"). The JPA is both the permittee and the project proponent. In this regard, the JPA is responsible for completing any required biological and cultural resource investigations, determining landcover impacts, and paying the fees.

A thorough review of the JPA's existing environmental documents/permits, particularly of the SSHCP plan documents related to the JPA's obligations and processes, is a critical next step for compliance with the SSHCP and the strategic acquisition of mitigation lands.

The JPA will need to develop a framework to guide planning, processing, implementation, and compliance of SSHCP requirements for each construction phase.

BACKGROUND

- Section II A. of the JPA's Contracting and Purchasing Procedures Manual states that the Board of Directors shall award professional services contracts that exceed \$50,000.
- Resolution 2021-05, approved April 30, 2021, authorized staff to release a Request for Proposals ("RFP") for environmental consulting services related to compliance with the South Sacramento Habitat Conservation Plan.

SUMMARY OF PROCUREMENT

- The RFP was advertised on ConnectorJPA.net and PublicPurchase.com, Public Notices were published in two newspapers of general circulation, and the RFP was e-mailed to approximately ten consulting firms.
- The RFP was available May 7, 2021, and proposals were due no later than 4:00 p.m. on June 4, 2021.
- A ranking committee comprised of JPA staff evaluated the proposals for compliance with the requirements of the RFP.
- Following a review of proposals, it was determined that Madrone Ecological Consulting, LLC ("Madrone") understanding of the overall goals of the requested services, experience, and qualifications best met the needs of the JPA. Madrone was selected and is recommended for award of the Agreement.

DISCUSSION

Madrone proposes tasks to assist the Connector with implementing the SSHCP and accomplishing the RFP's objectives, these tasks include building a framework for determining mitigation requirements, tracking take and mitigation, and assisting with implementing the developed framework. Additionally, two tasks are proposed to support the strategic acquisition of mitigation lands through analysis and assessment.

BUDGET

Contract STA-21-AE-001 between the JPA and Sacramento Transportation Authority ("STA") provides funding to the JPA for analysis, evaluation, and assessment of environmental mitigation up to \$5M through FY 2024.

The FY 2022 Budget approved up to \$4.1M in Mitigation.

ATTACHMENTS

- a. Resolution 2021-17
- b. Agreement JPA-FY22-02



ITEM 10 a

RESOLUTION 2021-17

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT
WITH MADRONE ECOLOGICAL CONSULTING, LLC FOR ENVIRONMENTAL
CONSULTING SERVICES RELATED TO CONNECTOR PROJECT MITIGATION
THROUGH THE SOUTH SACRAMENTO HABITAT CONSERVATION PLAN**

BE IT RESOLVED that the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") hereby authorizes the Executive Director to enter into an Agreement with Madrone Ecological Consulting, LLC for environmental consulting services related to Connector project mitigation through the South Sacramento Habitat Conservation Plan for an amount Not To Exceed \$94,640.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 27th day of August, 2021, on a motion by
Director _____, seconded by Director _____, by the following
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY

AGREEMENT

This AGREEMENT is made and entered into this ____ day of _____ 2021, at Sacramento, California, by and between the **Capital SouthEast Connector Joint Powers Authority**,¹ a joint powers authority, (hereinafter “Authority”), through its Executive Director, and **Madrone Ecological Consulting, LLC**, a California limited liability company, (hereinafter “Consultant”).

RECITALS:

1. **WHEREAS**, Consultant represents that it is specially trained and/or has the experience and expertise necessary to competently perform the Scope of Work set forth in this Agreement; and
2. **WHEREAS**, Consultant is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. **WHEREAS**, the Authority desires to contract with Consultant to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Authority and Consultant mutually agree as follows:

1. **Time of Performance:** Consultant shall commence work upon execution of this Agreement. Consultant shall complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Work shall be completed and this Agreement shall expire on **June 30, 2023**, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties.
2. **Scope of Work:** Upon the execution of this Agreement, Consultant agrees to fully perform the work described in **Exhibit “A” – Scope of Work**.

Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment, and services customarily necessary to complete the scope of work including, but not limited to, those tasks identified in **Exhibit “A”**, incorporated herein and made by reference a part hereof, to be issued in accordance with this Agreement.

In the event of any inconsistency between Exhibit “A” and other terms and conditions of this Agreement, Exhibit “A” shall control. The Authority reserves the right to review and approve all work to be performed by Consultant in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Consultant in writing for prior review and approval by the Authority’s

¹ The full legal name of the Capital SouthEast Connector Authority is the “Elk Grove-Rancho Cordova-El Dorado Connector Authority.”

Executive Director. Approval shall not be presumed unless such approval is made by the Authority in writing.

Deliverables for the specific items of work to be provided under the Scope of Work shall be as specified therein and shall be submitted in accordance with the timeframes specified in Exhibit "A", hereto. Modifications to the deliverables required and completion times specified in Exhibit "A", hereto may only be made in accordance with the prior written approval of Authority's Executive Director. In performance of the Scope of Work, Consultant shall endeavor to conduct all meetings with the Authority in person unless otherwise directed by the Authority or unless otherwise necessary due to local, state, or federal emergency declarations or health and safety protocols.

In addition to the specific services identified in Exhibit A, hereto, this Exhibit "A" may also include Optional Tasks. Such Optional Tasks may supplement or modify the Scope of Work as identified in Exhibit A, hereto or may include, but not be limited to, additional items of work that are deemed critical by Authority's Executive Director to the furtherance of completing the Project. Before proceeding with any work concerning Optional Tasks under this Agreement, Consultant shall obtain written approval, authorization, and written notification to proceed from Authority's Executive Director, prior to commencement of the work. No payment will be made for any Optional Tasks performed prior to approval.

If a submittal or deliverable identified in Exhibit "A" is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD 2010 or AutoCAD Civil 3D 2010 format shall be used for submittal of plans or other similar documents as specified by the Authority. All digital photographs shall be submitted on CD-ROMs in jpeg format with a minimum resolution of 2816 X 2112. All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to Authority's computer and engineering applications and that are acceptable to the Authority. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by Authority's Executive Director.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with the work specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

3. Standard of Quality: All work performed by Consultant under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

4. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders and decrees. Consultant warrants and represents to the Authority that Consultant shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession or are necessary and incident to the performance of the services and work Consultant performs under this Agreement. Consultant shall provide written proof of such licenses, permits, insurance and approvals upon request by the Authority. The Authority is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration: Payment to Consultant by the Authority shall be made as set forth in **Exhibit “B” – Budget**. The amount to be paid to Consultant under this Agreement shall not exceed **\$94,640** unless expressly authorized in writing by the Executive Director. In no instance shall the Authority be liable for any payments or costs for work in excess of this amount, nor for any unauthorized costs. Consultant shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Consultant, as provided in this Agreement, shall be in compensation for all of Consultant’s expenses incurred in the performance of work under this Agreement, including travel, per diem, and other direct costs, unless otherwise expressly so provided. Other direct costs include: filing fees and other fees fixed by law or assessed by courts and other agencies; courier and overnight delivery service; travel expenses, which consists of vehicle mileage only charged at the IRS business rate; investigation expenses (as pre-approved by the Authority); consultants’ fees (as pre-approved by the Authority); and copy service fees. All costs and expenses shall be fully itemized at actual cost. No markup will occur on other direct costs.

6. Reporting and Payment: Consultant shall submit monthly billings in arrears to the Authority no later than the 10th of each month. Said billings shall indicate the number of hours worked by each of Consultant’s personnel, a summary of work performed for each hour invoiced, and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. All bills shall include an invoice summary reflecting: 1) the original contract amount; 2) the total amount billed to date; 3) the remaining contract amount; and 4) the amount of the current bill. The billings shall include documentation of reimbursable expenses and billed items sufficient for the Authority, in its opinion, to substantiate billings. Authority shall notify Consultant within ten (10) working days following receipt of said billing of any circumstances or data identified by the Authority in Consultant’s written billing which would cause withholding of approval and subsequent payment. Consultant shall be paid within forty-five (45) days after Authority approval of each billing; however, the Authority, shall withhold ten percent (10%) of the not to exceed amount in Section 5 of this Agreement until the successful completion of the scope of work and the delivery and acceptance by the Authority of all final products or deliverables. Consultant acknowledges that Authority is a public agency subject to certain limitations on payments for services rendered within a fiscal year and hereby agrees to submit invoices for work performed pursuant to this Agreement within one hundred twenty (120) days of performance of said work. Invoices submitted more than one hundred twenty (120) days after work is performed will not be paid unless approved by the Authority in its sole discretion. The Authority reserves the right to withhold payment of disputed amounts.

7. Independent Consultant: The Consultant, and the agents and employees of the Consultant, in the performance of this Agreement, shall act as and be independent Consultants and not officers or employees or agents of the Authority. Consultant, its officers, employees, agents, and subconsultants, if any, shall have no power to bind or commit the Authority to any decision or course of action, and shall not represent to any person or business that they have such power. Consultant has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Consultant in the performance of services under this Agreement. Consultant shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

8. Termination:

- a. The Authority shall have the right to terminate this Agreement by giving Consultant fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Consultant at the address indicated in Section 17.
- b. If the Authority issues a notice of termination:
 - (1) Consultant shall immediately cease rendering services pursuant to this Agreement.
 - (2) Consultant shall deliver to the Authority copies of all Writings, whether or not completed, which were prepared by Consultant, its employees or its subconsultants, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.
 - (3) The Authority shall pay Consultant for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 5 less any compensation to the Authority for damages suffered as a result of Consultant's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 6. However, if this Agreement is terminated because the work of Consultant does not meet the terms or standards specified in this Agreement, then the Authority shall be obligated to compensate Consultant only for that portion of Consultant's services which is of benefit to the Authority.

9. Assignment: The parties understand that the Authority entered into this Agreement based on the professional expertise and reputation of Consultant. Therefore, without the prior express written consent of the Authority, this Agreement is not assignable by the Consultant either in whole or in part.

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

11. Time: Time is of the essence in this Agreement.

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

13. Consultants and Subconsultants: Consultant shall not subcontract any portion of the work without the prior express written authorization of the Authority. If the Authority consents to a subcontract, Consultant shall be fully responsible for all work performed by the subconsultant.

- a. The Authority reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.

- b. Any contract or sub-contract shall require the Consultant and its subconsultants, if any, to:
- (1) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace.
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Consultant or any subconsultant in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
 - (5) Permit the Authority and/or its designees, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. Indemnity: Consultant specifically agrees to indemnify, defend, and hold harmless the Authority, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement. The parties agree that Consultant's obligation to defend the Authority is limited to reimbursing the Authority for its costs and expenses (collectively "Costs") for defending a claim, as those Costs are incurred by the Authority. The parties further agree that the Authority will reimburse Consultant for that portion of the reasonable Costs incurred by Consultant in the defense of the Authority which are attributable to the Authority's active negligence, recklessness, or willful misconduct, as determined through settlement, arbitration, or litigation. Consultant shall pay all Costs that may be incurred by the Authority in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination or assignment of this Agreement.

15. Insurance Requirements: Consultant hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the described insurance coverage per Table 1.

Table 1: Insurance Requirements

| POLICY | MINIMUM LIMITS OF LIABILITY |
|---|---|
| <u>Workers' Compensation; Employer's Liability</u> | Statutory requirements for Workers' Compensation; \$1,000,000 Employer's Liability. |
| <u>Comprehensive Automobile:</u> Insurance Services Office, Form #CA 0001 covering Automobile Liability, code 1 (any auto). | Bodily Injury/Property Damage \$1,000,000 each accident. |
| <u>General Liability:</u> Insurance Service Office Commercial General Liability coverage (occurrence Form #CG 0001). | \$2,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| <u>Errors and Omissions/Professional Liability:</u> Errors and Omissions liability insurance appropriate to the Consultant's profession as defined by the Authority. | Limit no less than \$2,000,000 per occurrence or claim. |

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, Authority requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

- a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by the Authority.
- b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (1) For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the Authority, its directors, officers, employees and agents. Any insurance or self-insurance maintained by the Authority, its directors, officers, employees or agents shall be in excess of the Consultant's insurance and shall not contribute to it.
 - (2) Any failure by Consultant to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Authority, its directors, officers, employees or agents.
 - (3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Authority.

- (5) Consultant hereby grants to Authority a waiver of any right to subrogation which any insurer of said Consultant may acquire against Authority by virtue of payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Authority has received a waiver of subrogation endorsement from the insurer.
- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by the Authority.
- d. Certificate of Insurance and Additional Insured Requirement: Consultant shall furnish to the Authority an original Certificate of Insurance on a standard ACORD form, or other form acceptable to the Authority, substantiating the required coverages and limits set forth above and also containing the following:
- (1) Thirty (30) days prior written notice to the Authority of the cancellation, non-renewal, or reduction in coverage of any policy listed on the Certificate; and
- (2) The following statement with respect to the Commercial General Liability policy: *"The Elk Grove – Rancho Cordova – El Dorado Connector Authority and its directors, officers, employees and agents, are made additional insureds, but only insofar as the operations under this Agreement are concerned."*
- e. Certified Copies of Policies: Upon request by the Authority, Consultant shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- f. Consultant's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Consultant may be held responsible for damages resulting from Consultant's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Consultant of liability in excess of such minimum coverage, nor shall it preclude the Authority from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Consultant's indemnity obligations.

16. Audit, Retention and Inspection of Records:

- c. The Authority or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any subconsultants, for the purpose of monitoring, auditing, or otherwise examining the Records. Consultant agrees to provide the Authority or its designees with any relevant information requested and shall permit the Authority or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records to determine compliance with any applicable federal and state laws and regulations. Consultant further agrees to maintain such Records for a period of three

(3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

- d. If so directed by the Authority upon expiration of this Agreement, the Consultant shall cause all Records to be delivered to the Authority as depository.

17. Project Managers: The Authority's project manager for this Agreement is the Executive Director unless the Authority otherwise informs Consultant. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the Authority's Project Manager at the following address:

Derek Minnema
Capital SouthEast Connector Joint Powers Authority
10640 Mather Blvd., Suite 120
Mather, CA 95655

Consultant's project manager for this Agreement is **Ben Watson**. No substitution of Consultant's project manager is permitted without the prior written agreement of the Authority, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8 (a) above, any notice, report, or other communication to Consultant required by this Agreement shall be mailed by first-class mail to:

Madrone Ecological Consulting, LLC
8421 Auburn Boulevard, Suite 248
Citrus Heights, CA 95610

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

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

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

21. National Labor Relations Board Certification: Consultant, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period because of Consultant's failure to comply with an order of a federal court which orders Consultant to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

22. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Consultant assures the Authority that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

23. Compliance with Non-Discrimination and Equal Employment Opportunity Laws: It is the Authority's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. The Authority does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. The Authority prohibits discrimination by its employees, Consultants and consultants. Consultant assures the Authority that it complies with, and that Consultant will require that its subconsultants comply with, the following non-discrimination and equal opportunity laws. Any failure by Consultant to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Authority may deem appropriate.

- a. Consultant and its subconsultants shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued.
- b. Consultant and its subconsultants shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Consultant and its subconsultants shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Consultant and its subconsultants will not unlawfully discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to

Sections 12940 et seq. of the Government Code. Consultant and its subconsultants will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subconsultants will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Consultant will include the non-discrimination and equal employment opportunity provisions of this section (provisions a. through c. above) in all contracts to perform work funded under this Agreement.

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

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

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

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

26. Debarment, Suspension, and Other Responsibilities: Consultant certifies and warrants that neither the Consultant firm nor any owner, partner, director, officer, or principal of Consultant, nor any person in a position with management responsibility or responsibility for the administration of funds:

- a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency.
- b. Has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above.
- d. Has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

27. Conflicts of Interest: Consultant shall not enter into any contract or agreement during the term of this Agreement which will create a conflict of interest with Consultant's duties to the Authority or that in any way compromises the services to be performed by Consultant under this Agreement. A conflict of interest arises when Consultant directly, or indirectly renders services, or undertakes any employment or consulting agreement with a third party with whom the Authority's interests are adverse. A personal conflict of interest arises in situations where financial or other personal or professional considerations compromise Consultant's objectivity, professional judgment and/or ability to perform services pursuant to the terms of this Agreement. Consultant shall immediately notify the Authority of any potential conflicts of interest upon becoming aware of the conflict including any contracts or potential contracts with landowners directly adjacent to the Connector alignment or any contracts or potential contracts with member agencies of the Authority wherein the interests of the parties are adverse. If such conflicts are discovered during the term of this Agreement, Authority may, in Authority's sole discretion, terminate this Agreement.

28. Political Reform Act Compliance: Consultant is aware and acknowledges that certain Consultants that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, et seq.) and its implementing regulations (2 California Code of Regulations § 18110, et seq.). Consultant agrees that any of its officers or employees deemed to be "consultants" under the Act by the Authority, as provided for in the Conflict of Interest Code for the Authority, shall promptly file economic disclosure statements for the disclosure categories determined by the Authority, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

29. Campaign Contribution Disclosure: Consultant has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed Levine Act Disclosure Statement.

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

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

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

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

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

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

36. Ownership; Permission:

- a. Consultant agrees that all work products, including but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of the Authority, provided that Consultant may retain file copies of said work products. Consultant shall provide said work products to the Authority upon request.
- b. Consultant represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Consultant or that all required permissions and license agreements have been obtained and paid for by Consultant; and (ii) the Authority is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit A. Consultant shall defend, indemnify and hold harmless the Authority and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

37. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

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

CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY

DEREK MINNEMA
Executive Director

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG LLP
Legal Counsel to the Authority

MADRONE ECOLOGICAL CONSULTING, LLC

BEN WATSON

Attachments:

Exhibit A: Scope of Work
Exhibit B: Budget

EXHIBIT “A” SCOPE OF WORK

Madrone shall perform four specific tasks to assist the Connector with its implementation of the South Sacramento Habitat Conservation Plan (SSHCP) and to meet the objectives of the RFP, which include building a framework for determining mitigation requirements, tracking take and mitigation, and assisting with implementation of the developed framework. Madrone also proposes two tasks to support ongoing project implementation, mitigation research, planning, strategy, and implementation, and to solve unforeseen issues and items that may come up during tasks 1 through 4:

- 1) A review of applicable documents and processes;
- 2) Development of a blueprint for efficiently using the SSHCP and meeting its SSHCP obligations;
- 3) Development of an overall strategy for upcoming segments; and
- 4) Development of a segment specific planning, delivery, and post-construction wrap up schedule and cost estimate.
- 5) Mitigation Planning and Assistance
- 6) Project Management and Technical Assistance.

Task 1: Document and Process Review

Madrone will review the California Environmental Quality Act (CEQA) documents for the Connector (program EIR and existing project-level environmental documents) and the SSHCP program and environmental documents, with emphasis on SSHCP mitigation requirements and how the Connector may modify its planning and implementation approach to meet those requirements. Madrone will also coordinate with other Plan Permittees, including Land Use Authority Permittees and Sacramento County, City of Rancho Cordova, and City of Galt and Plan Partner Permittee Sacramento County Water Agency to learn about and document their processes for SSHCP implementation, focusing on project processing procedures, compliance with the provisions of the incidental take, Clean Water Act, and Porter-Cologne authorizations, and compliance with the SSHCP provisions in general (e.g., annual reporting to the SSCA, tracking land cover conversion and incidental take). Madrone will document best practices and adaptive management strategies employed by the Plan Permittees, provide complete documentation of the Connector’s obligations and requirements under the SSHCP, and suggest a basic framework for ensuring that the Connector can implement the SSHCP in a manner that supports continued progress in completing the overall project.

Deliverables: Deliverables under this task may include a draft and final summary report at the request of the Connector, though the intent of this task is to inform Tasks 2-4 defined below. This task is a data-gathering and synthesizing task necessary to understand the scope of Connector obligations.

Assumptions: This task assumes that all previously-completed environmental documents and supporting reports are available for review in electronic format; that the three Land Use Authority Permittees and single other Plan Partner Permittee (Sacramento County Water Agency), and/or Land Use Authority Permittee(s) are willing and able to share information about how they are implementing the SSHCP; and that the SSCA is willing and able to engage in discussion about its experience with Plan Permittees’ processes and procedures.

Task 2: Provide Blueprint for Implementing the SSHCP

Madrone will utilize information gathered under Task 1 and guidance from the SSHCP documents and permits/authorizations to develop a blueprint for program compliance with the SSHCP. The blueprint will identify the necessary steps and the order in which they should occur; responsibilities for individual elements of SSHCP compliance (i.e., who is responsible for specific actions and different points in the process); and timeline ranges for each step, depending upon complexity, amount, and type of expected impacts. The blueprint will include sample flow charts and/or timelines for scenarios that the Connector is likely to encounter. For example, the blueprint will show how a project that affects less than two (2) acres of waters of the U.S. outside of the Mather Core Recovery Area (and thus can be authorized under the Corps' programmatic general permit for the SSHCP) is likely to unfold in comparison to a project that affects more than 2 acres or a project that does not affect any waters of the U.S. The blueprint will also contain strategies for coordinating with agencies overseeing compliance with permits and/or authorizations associated with the SSHCP (e.g., the Corps for Clean Water Act Section 404 compliance, the Regional Water Quality Control Board for Clean Water Act Section 401/Porter-Cologne WDRs). The intent of this task is to develop a framework and estimated timelines for implementation of mitigation to ensure forward planning is sufficient for each segment of the Connector.

Deliverables: Deliverables under this task include a draft and final implementation framework report. The format of this deliverable may be a "white paper", a flowchart or table, or both as determined appropriate in consultation with the Connector. This deliverable will include a reporting of the results from Task 3 as described below. The document will be delivered in electronic format.

Assumptions: This task assumes that the California Department of Fish and Wildlife (CDFW) will not have issued a program-level Lake or Streambed Alteration authorization for the project and that coordination with CDFW, if required, will take place outside of the SSHCP process. This task assumes the Connector provides guidance on future phases of the project, including levels of impacts to landcover types and aquatic resources, which will determine timelines and processes required to process SSHCP applications/compliance.

Task 3: Provide a Plan for Next Steps

Madrone will coordinate with the Connector to outline priorities and plans for upcoming segment construction, with the goal of developing a plan for SSHCP compliance for immediate and near-term Connector segments. The plan will include estimates of expected impacts to waters of the United States, waters of the State, covered species, and land covers; identify pre-construction biological surveys required for each segment to comply with the SSHCP; strategies for authorization under the Clean Water Act, Porter-Cologne, and/or Section 1602 of the California Fish and Game Code, as needed; and budget estimates for completing pre-construction work and paying anticipated SSHCP fees. The plan will suggest order and priorities for all of the SSHCP supporting elements that must be completed to prepare the application package that is submitted to the SSCA and present expected schedules for completion of individual elements.

Deliverables: Deliverables under this task include draft and final "next steps" sections of the report delivered under Task 2, or standalone flowchart or task table to facilitate near- and medium-term planning for Connector implementation.

Assumptions: This task assumes that the Connector has and will provide sufficient design information about its priority segments to enable estimates of the type and amount of expected impacts to land cover, aquatic resources, and covered species.

Task 4: Segment-Specific Implementation Plan

Under Task 4, Madrone will work with the Connector to identify the highest priority Connector segment(s), and/or those nearest to construction, for processing under the SSHCP and develop a segment-specific implementation plan based on the next steps outline developed under Task 3 above. The plan will include a detailed schedule and milestones for all phases of segment construction, from pre-project planning requirements, such as completing aquatic resource mapping and a biological resource study, to an approach for complying with expected SSHCP avoidance and minimization measures during construction. The plan will address estimates for SSHCP-designated land cover impacts and related fees; the extent and timing of regulatory needs, such as Clean Water Act authorization and coordination with the SHPO; and post-construction requirements for recording actual land cover impacts and reporting to the SSCA.

Deliverables: Deliverables under this task include up to three iterations of a detailed milestone-driven schedule; a memo that outlines expected land cover impacts and related fees; and up to two iterations of a cost estimate that addresses necessary pre-construction resource evaluations and reports (aquatic resource delineation, biological resources assessment, rare plant survey, cultural resource assessment); coordination with the appropriate resource agencies; preparation of applicable permit applications; preparation of SSHCP-specific construction-related documents for use by the Connector and its contractors during active construction; optional resource monitoring (e.g., active nest monitoring if required); a post-construction site evaluation to update land cover and resource mapping, if necessary; and preparation of a final report for submission to the SSCA.

Assumptions: This task assumes that the Connector will provide detailed construction plans that will enable Madrone to accurately survey the project area and estimate expected resource impacts. It also assumes that Madrone will engage a cultural resources specialist (if necessary) to provide a cost estimate for any necessary cultural resource surveys. This scope of work also assumes that the segment(s) analyzed will already have a Corps-verified aquatic resources delineation; and does not include any novel field work, studies, or investigations. All documents will be delivered in electronic format.

Task 5: Mitigation Planning and Assistance

An important component of the Connector's program includes the strategic acquisition of mitigation lands. We understand that the Connector is interested in evaluating the most economically efficient and meaningful mitigation opportunities, especially those involving the preservation of land along the Connector alignment and/or in the Urban Development Area to discourage development along the alignment and outside of currently planned growth areas. As such, it is in the Connector's interest to identify specific high-value mitigation properties and assess potential mitigation values (in dollars) of those properties. This task includes budget to review remote sensing resource data, conduct site visits, map SSHCP landcovers present, and assist with other tasks as required to help the Connector identify, assess, and potentially acquire properties for mitigation. Having this level of information will also help the Connector identify properties suitable for onboarding into the SSHCP reserve system.

Deliverables: Deliverables will be determined based on specific properties and tasks associated with each, but may include resource maps, land cover maps, mitigation valuation estimates, site visits, and/or participation in meetings or calls.

Assumptions: This task is intended to support mitigation planning on an as-requested basis, and is based on Time and Materials since it is not possible to scope level of effort based on currently defined needs. The costs for this task are based on 40 hours of Principal time, 80 hours of Senior Biologist time, and 20 hours of GIS specialist time.

Task 6: Detailed Design and Impact Planning

The Connector alignment includes a variety of established preserves, including a mitigation bank, a Wildlife Refuge, and several project-specific mitigation sites, all of which are protected by a conservation easement, deed restriction, or similar instrument intended to deter development. It is anticipated that in certain areas, logistical and/or engineering constraints may not allow the complete avoidance of these preserves. As such, the Connector will need to understand the implications of modifying the boundaries of and legal documentation associated with these preserves to accommodate the required improvements. This task is intended to assist with design to avoid protected resources, where possible, to research the protective instruments for each affected preserve, and to determine a pathway and estimated timelines for modifying each to allow for development needed to support a project.

Deliverables: Maps, summary memos and/or emails, attendance of meetings, participation in phone calls, etc., as requested by the Connector team. May also include agency and/or landowner coordination with preserve landowners, easement holders, and/or preserve managers. The costs for this task are based on 40 hours of Principal time, 80 hours of Senior Biologist time, and 10 hours of GIS specialist time.

Assumptions: This task is intended to support project design and impact planning on an as-requested basis, and is based on Time and Materials since it is not possible to scope level of effort based on currently defined needs. The costs for this task are based on 40 hours of Principal time, 80 hours of Senior Biologist time, and 20 hours of GIS specialist time.

Task 7: Project Management and Technical Assistance

This task focuses on ongoing project management, including general coordination with the Connector, internal team coordination, and monthly invoice preparation. It also includes items that the Connector or team members may request that fall outside the scope of the above tasks, or budget to address additional items or issues that are uncovered during completion of the required tasks. If the Connector agrees it would be prudent to have a third party review the results of the above four tasks, this task would also include Madrone's effort to complete that peer-review task.

Deliverables: Monthly invoices (electronic). Miscellaneous documentation or emails, attendance of meetings, participation in phone calls, etc. as requested by the Connector team.

EXHIBIT “B”

BUDGET



Budget for the SouthEast Connector Proposal

| Staff | Project Principal | Senior Regulatory Specialist | Staff Regulatory Specialist | Senior Biologist | Staff Biologist | GIS Technician | Clerical | Total |
|---|-------------------|------------------------------|-----------------------------|------------------|-----------------|----------------|----------|--------------------|
| Billing Rate | \$230.00 | \$190.00 | \$150.00 | \$150.00 | \$130.00 | \$130.00 | \$75.00 | Total |
| Task 1: Document and Process Review | | | | | | | | |
| Hours | 8 | 30 | | 8 | | | | 46 |
| Cost | \$1,840.00 | \$5,700.00 | \$0.00 | \$1,200.00 | \$0.00 | \$0.00 | \$0.00 | \$8,740.00 |
| Task 2: Provide Blueprint for Implementing the SSHCP | | | | | | | | |
| Hours | 8 | 40 | 10 | | | | 4 | 62 |
| Cost | \$1,840.00 | \$7,600.00 | \$1,500.00 | \$0.00 | \$0.00 | \$0.00 | \$300.00 | \$11,240.00 |
| Task 3: Provide a Plan for Next Steps | | | | | | | | |
| Hours | 8 | 20 | | | | 20 | 4 | 52 |
| Cost | \$1,840.00 | \$3,800.00 | \$0.00 | \$0.00 | \$0.00 | \$2,600.00 | \$300.00 | \$8,540.00 |
| Task 4: Segment-Specific Implementation Plan | | | | | | | | |
| Hours | 16 | 40 | | 8 | 8 | | | 72 |
| Cost | \$3,680.00 | \$7,600.00 | \$0.00 | \$1,200.00 | \$1,040.00 | \$0.00 | \$0.00 | \$13,520.00 |
| Task 5: Mitigation Planning and Assistance | | | | | | | | |
| Hours | 40 | | | 80 | | 20 | | 140 |
| Cost | \$9,200.00 | \$0.00 | \$0.00 | \$12,000.00 | \$0.00 | \$2,600.00 | \$0.00 | \$23,800.00 |
| Task 6: Detailed Design/Impact Planning | | | | | | | | |
| Hours | 40 | | | 80 | | 8 | | 128 |
| Cost | \$9,200.00 | \$0.00 | \$0.00 | \$12,000.00 | \$0.00 | \$1,040.00 | \$0.00 | \$22,240.00 |
| Task 7: Project Management/Technical Assistance | | | | | | | | |
| Hours | 12 | 20 | | | | | | 32 |
| Cost | \$2,760.00 | \$3,800.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$6,560.00 |
| Total Labor Cost: | | | | | | | | \$94,640.00 |

ITEM 11

MEETING DATE: August 27, 2021

TITLE: Support an amendment to the 2021-24 Metropolitan Transportation Improvement Program for Connector Segment D2 (Grant Line Road between White Rock Rd and Jackson Rd)

PREPARED BY: Matt Lampa

RECOMMENDATION

Approve Resolution 2021-18 supporting an amendment to the 2021-24 Metropolitan Transportation Improvement Program to program the right of way phase for Connector Segment D2a, Grant Line Rd from Douglas Road to White Rock Road.

BACKGROUND

The Metropolitan Transportation Improvement Program (“MTIP”) is a short-term listing of surface transportation projects that receive federal funds. The federally designated Metropolitan Planning Organization (“MPO”) prepares and adopts the MTIP every two years.

A formal amendment is required when adjustments to the MTIP either add, delete, or change projects. The formal amendment process requires public notification, review, and then approval by the MPO Board of Directors, which is anticipated to occur in October 2021.

CONNECTOR SEGMENT D2 vs D2a

Segment D2 will upgrade Grant Line Road to a four-lane expressway from Jackson Road (Highway 16) to White Rock Road, approximately 7 miles. This segment connects to the recently completed 4-lane White Rock Rd Reconstruction Project from Grant Line Road to Prairie City Road.

Segment D2 was approved by the Connector JPA in June 2017 with Resolution 2017-24 after certifying the Final Tiered Initial Study with Mitigated Negative Declaration in compliance with the California Environmental Quality Act (“CEQA”).

In September 2019 Caltrans signed the Environmental Assessment and issued a Finding of No Significant Impact for Segment D2. A Notice of Completion was filed with the State Clearinghouse, completing the PE phase of the project.

Segment D2a

The entirety of Segment D2 is not included in the 2040 Metropolitan Transportation Plan / Sustainable Community Strategy (“MTP/SCS”). Instead, only a portion is included: Grant Line Rd between Douglas Rd and White Rock Rd. Staff refers to this sub-segment as Segment D2a.

Amending the MTIP to program the right of way phase is limited to Segment D2a. The limits are consistent with the air quality conformity analysis for the 2040 MTP/SCS and federally approved 2021-24 MTIP. The amendment of the project will not require re-running the MTP/SCS travel model or air quality analysis because the project limits are already included in the plan.

PRELIMINARY ENGINEERING PHASE COMPLETION

The JPA was awarded \$2M in federal Regional Surface Transportation Program funding for the Preliminary Engineering (“PE”) phase, which includes environmental clearance. The amendment will allow the JPA to formally close the PE phase and obtain federal authorization to proceed with the right of way phase. This process will ensure the JPA can be reimbursed for right-of-way work if State or Federal funding is secured in the future.

COUNTY SUPPORT

Sacramento County Department of Transportation also supports the amendment, and a letter of support is attached for reference.

ATTACHMENTS

- a. Resolution 2021-18
- b. Letter of support from Sacramento County Department of Transportation



ITEM 11 a

RESOLUTION 2021-18

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
SUPPORTING AN AMENDMENT TO THE 2021-24 METROPOLITAN
TRANSPORTATION IMPROVEMENT PROGRAM ("MTIP")**

WHEREAS, the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") completed an Environmental Assessment with a Finding of No Significant Impact issued by Caltrans September 17, 2019, and filed a Notice of Completion with the State Clearinghouse September 23, 2019; and

WHEREAS, the Connector JPA will obtain federal authorization to proceed with the Right of Way phase for Connector Segment D2a, Grant Line Road from Douglas Road to White Rock Road; the limits of which are consistent with the air quality conformity analysis for the 2040 MTP/SCS and federally approved 2021-24 MTIP;

NOW, THEREFORE, the Board of Directors ("Board") of the Connector JPA hereby supports the amendment to the MTIP to program the Right of Way phase for Connector Segment D2a.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 27th day of August, 2021, on a motion by Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

Department of Transportation

Ron E. Vicari, Director



Divisions

Administration
Engineering & Design
Planning & Programs
Maintenance & Operations

County of Sacramento

August 12, 2021

James Corless
Executive Director
Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814

Dear Mr. Corless:

As a member jurisdiction of the Capital SouthEast Connector Joint Powers Authority (JPA), Sacramento County Department of Transportation (SacDOT) supports the JPA effort to amend the 2021-2024 Metropolitan Transportation Improvement Program (MTIP) to include the right of way phase for the segment D2a Project (VAR56133), Grant Line Road from Douglas Road to White Rock Road.

Sincerely,

A handwritten signature in blue ink that reads "Ron E. Vicari".

Ron E. Vicari, Director
Department of Transportation

REV/MGD

Cc: Derek Minnema – SouthEast Connector JPA

ITEM 12

MEETING DATE: August 27, 2021

TITLE: Support the Connector Project as a Priority in California's Interregional Transportation Strategic Plan

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Resolution 2021-19 supporting the Connector project as a priority in California's Interregional Transportation Strategic Plan.

BACKGROUND

Currently, efforts are underway to update the California Transportation Plan ("CTP"), which is the State's long-range transportation plan. It creates a vision that articulates strategic goals, policies, and recommendations to eliminate transportation disparities, improve multi-modal mobility and accessibility while reducing Greenhouse Gas emissions and climate change impacts.

The Interregional Transportation Strategic Plan ("ITSP") will implement the interregional portion of the CTP and is required to be consistent with the most current iteration of the CTP.

ITSP Purpose

The purpose of the ITSP will be to provide guidance and prioritization through interregional corridor analysis for projects focused on improving travel access for people and goods on the State's Interregional Transportation System in a safe, equitable, sustainable, multi-modal manner.

Funding Associated with the ITSP

The State Transportation Improvement Program ("STIP") consists of two broad programs:

1. Regional Transportation Improvement Program ("RTIP"), funded with 75 percent of STIP funding; and

2. Interregional Transportation Improvement Program (“ITIP”), funded with 25 percent of STIP funding.

Projects included in the ITIP shall be consistent with the State ITSP prepared pursuant to Section 14524.4.

ITSP ELIGIBILITY

California Government Code 14526 (a) states that “not later than October 15 of each odd-numbered year, based on the guidelines established pursuant to Section 14530.1, and after consulting with the transportation planning agencies, county transportation commissions, and transportation authorities, the department shall submit to the commission the draft five-year interregional transportation improvement program consisting of all of the following:

1. Projects to improve state highways, pursuant to subdivision (b) of Section 164 of the Streets and Highways Code.
2. Projects to improve the intercity passenger rail system.
3. Projects to improve interregional movement of people, vehicles, and goods.”

The statute continues, “(b) Projects included in the Interregional Transportation Improvement Program shall be consistent with the state Interregional Transportation Strategic Plan prepared pursuant to Section 14524.4.”

CONNECTOR AS A PRIORITY INTERREGIONAL PROJECT

With a ‘Connecting Communities’ tagline that the Sacramento Bee describes as a new ‘Freeway’, the 34-mile Connector is a clear interregional project that spans three congressional districts, two counties, and three CA Senate and Assembly districts.

The Project is multi-modal and supports transportation equity by constructing Class I bicycle and pedestrian multi-use paths that will be the longest in the region when complete.

The Project is a part of the National Highway System and reduces vehicle miles traveled, lowers greenhouse gas emissions, and improves air quality throughout the region, including in low-income/disadvantaged communities adjacent to the freeways.

The Project uses a “fix it first, fix it right” methodology by reconstructing the existing failed pavement systems and addressing geometric deficiencies.



The Project will improve access to jobs and facilitate the efficient movement of goods. These improvements have the overwhelming potential to make a positive and sustainable economic impact on the Sacramento Region.

The Project is environmentally approved, adopted into the General Plans of five agencies, and is in the planning, design and construction phase at various locations along the 34 miles.

Further, the project was designed in a sustainable manner by actively preserving the region's open space. The project is funding an interconnected preserve system to ensure the long-term viability of area plant and wildlife species as well as rural ranching and agricultural operations.

For the reasons above, the Connector meets the goals outlined in the ITSP criteria.

ATTACHMENTS

- a. Resolution 2021-19

ITEM 12 a

RESOLUTION 2021-19

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
SUPPORTING THE CONNECTOR PROJECT AS A PRIORITY IN CALIFORNIA'S
INTERREGIONAL TRANSPORTATION STRATEGIC PLAN**

WHEREAS, the Capital SouthEast Connector is a project that improves interregional movement of people, vehicles, and goods; and

WHEREAS, the Capital SouthEast Connector is multi-modal and supports transportation equity by constructing Class I bicycle and pedestrian multi-use paths along its alignment; and

WHEREAS, the Capital SouthEast Connector is a part of the National Highway System and reduces vehicle miles traveled, lowers greenhouse gas emissions, and improves air quality throughout the region, including in low-income/disadvantaged communities adjacent to the freeways; and

WHEREAS, the Capital SouthEast Connector will improve access to jobs and facilitate the efficient movement of goods. These improvements have the overwhelming potential to make a positive and sustainable economic impact on the Sacramento Region; and

WHEREAS, the Capital SouthEast Connector is environmentally approved, adopted into the General Plans of five agencies, and is in the planning, design, and construction phase at various locations along the 34 miles; and

WHEREAS, the Capital SouthEast Connector is designed in a sustainable manner by actively preserving the region's open space, funding an interconnected preserve system to ensure the long-term viability of area plant and wildlife species as well as rural ranching and agricultural operations.

NOW, THEREFORE, the Board of Directors of the Capital SouthEast Connector Joint Powers Authority hereby supports the inclusion and priority of the Connector project in the State of California's Interregional Transportation Strategic Plan.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *



PASSED AND ADOPTED this 27th day of August, 2021, on a motion by
Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

ITEM 13

MEETING DATE: August 27, 2021

TITLE: Update on Connector Construction Projects (Receive and File)

PREPARED BY: Matt Lampa

RECOMMENDATION

Receive and file this update.

CONSTRUCTION UPDATE

Construction is currently in progress for three Connector projects:

Segment A2, Kammerer Road (Bruceville Road to Lotz Parkway)

- Additional storm drain system installations
- Decommission water wells
- Install street lighting conduit at Bruceville Road
- Install 1.5-inch water service from the Lotz Parkway water main
- Grading operations
- Lime treat subgrade
- Install street light foundations





Segment B2, Grant Line Road (Waterman Road to Bradshaw Road)

- Installation of 16" water line
- Drainage system installation
- Roadway aggregate base
- Sound wall construction
- Signal foundations
- Curb, gutter and sidewalks





Segment D3a, White Rock Road (Prairie City Road to East Bidwell Street)

- Grading operations and paving operations
- Alder Creek Bridge concrete deck pours
- Temporary Shoo-fly of Scott Rd







ITEM 14

MEETING DATE: August 27, 2021

TITLE: Media Summary (Receive and File)

PREPARED BY: MMS Strategies

RECOMMENDATION

A high volume of traditional media occurred on the project this summer as the Connector kicked off construction on three segments. Receive and file this update.

VIDEO

CBS Local 13, August 11, 2021 – *How Will Sacramento Spend Its Share Of \$1 Trillion Infrastructure Bill?*

<https://sacramento.cbslocal.com/2021/08/11/republicans-democrats-infrastructure-bill/>

“The investment in infrastructure has been long overdue,” said Congressman Ami Bera. Bera hopes the bill will provide more money towards the “southeast connector”, a new expressway linking I-5 south of Elk Grove with Highway 50 near El Dorado Hills.”



CBS Local 13, May 6, 2021 – *Massive Project Will Connect I-5 to Highway 50 Near El Dorado Hills*

<https://sacramento.cbslocal.com/2021/05/06/massive-project-will-connect-i-5-to-highway-50-near-el-dorado-hills/>

“Getting to and from work or play will be easier thanks to the Capital SouthEast Connector Expressway project. The 34-mile expressway will fill a critical gap by connecting Interstate

5 and Highway 99 south of Elk Grove to Highway 50 east of El Dorado Hills. Thousands of homes are on the hillside in the area and each will be filled with families on the move.”



Fox 40, May 5, 2021 - *Groundbreaking ceremony held for Capital Southeast Connector*
<https://fox40.com/news/local-news/groundbreaking-ceremony-held-for-capitol-southeast-connector/>

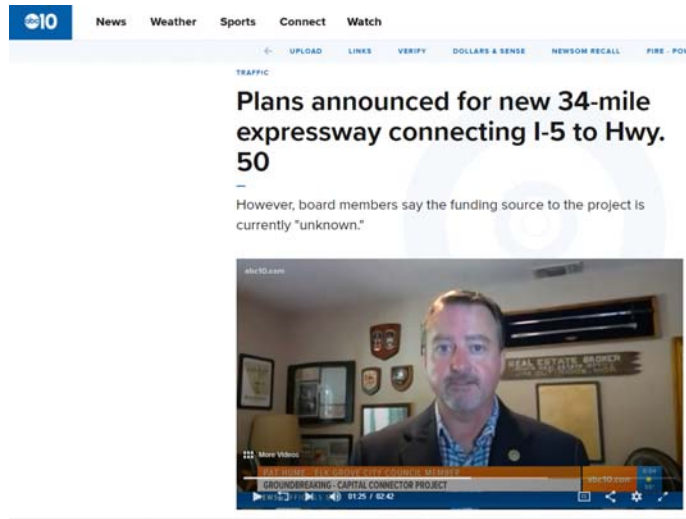
“Two years from now you’ll be able to drive on White Rock Road from Rancho Cordova to East Bidwell Street, quickly and safely access Highway 50,” said Derek Minnema, executive director for Capital Southeast Connector Joint Powers Authority. “We’re going to move the traffic off Highway 50, especially in the peak hours. This is almost like a parallel route.”



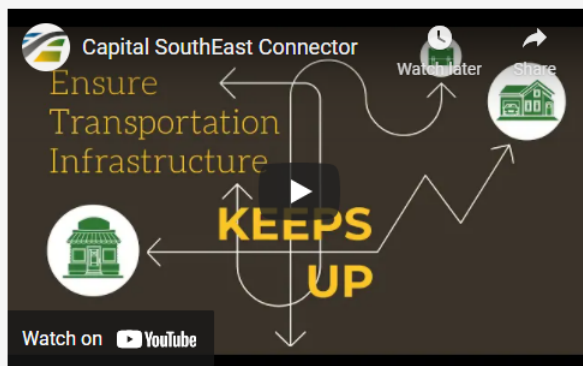
ABC 10, May 5, 2021 Plans announced for new 34-mile expressway connecting I-5 to Hwy. 50

<https://www.abc10.com/article/traffic/expressway-connecting-i-5-to-highway-99/103-c0514e35-80ee-4c23-b026-b5f368f5cf1b>

“We have some good news, especially if you live in the Elk Grove area. A 34-mile expressway connecting Elk Grove to El Dorado Hills will make drive times faster.”



A new video highlighting the Groundbreaking ceremony is located on [ConnectorJPA.net](https://www.connectorjpa.net):



**OVERVIEW OF THE
CONNECTOR**



**GROUND BREAKING
CEREMONY MAY 5, 2021**

PRINT

Sacramento Bee, July 26, 2021 - *Delays ahead for Elk Grove drivers as work starts on new Bradshaw-Grant Line intersection*

<https://www.sacbee.com/community/elk-grove/article253040893.html>

That work is part of the Capital Southeast Connector, the multi-city expressway project connecting Highway 50 in the east and the cities of El Dorado Hills, Folsom, Rancho Cordova and Elk Grove to Interstate 5.

CBS Local 13, July 8, 2021 – *Motorcyclist From Elk Grove Killed, 11-Year-Old Passenger Hurt in Crash on Grant Line Road*

[Motorcyclist From Elk Grove Killed, 11-Year-Old Passenger Hurt In Crash On Grant Line Road – CBS Sacramento \(cbslocal.com\)](https://www.cbslocal.com/news/motorcyclist-from-elk-grove-killed-11-year-old-passenger-hurt-in-crash-on-grant-line-road/)

Casualty traffic accident with motorcycle and a pickup truck on Grant Line Rd near Richert Lane

California News Times, May 20, 2021 - *New Expressway Connects Elk Grove To More Cities*

<https://californianewstimes.com/new-expressway-connects-elk-grove-to-more-cities/348929/>

The new Sacramento Capital Southeast Connector Highway or “Connector” is three new 4-mile highways connecting I-5 and Highway 50.

The Sacramento Bee, May 17, 2021 – *Why a new ‘freeway’ is being built to connect three rapidly growing Sacramento suburbs*

<https://www.sacbee.com/news/local/article251449228.html>

“This spring marks the first major multi-pronged construction effort. Three sections of the road now represent the biggest burst of segment construction in the decade-plus that the project has been in the works.”

The Elk Grove Citizen, May 14, 2021 - *Groundbreaking held for 34-mile Connector expressway*

http://www.egcitizen.com/news/groundbreaking-held-for-34-mile-connector-expressway/article_bb60753a-b4dd-11eb-8621-13a3c1439789.html

“Assembly Member Jim Cooper, D-Elk Grove, described the Connector as a benefit to the local economy.

“You look at the construction equipment out here, it has created jobs,” he said. “They’re going to help build this Connector. And I think also, you





look at Folsom and Rancho Cordova, they're a job hub, a lot of tech jobs in Folsom. They've got a lot of jobs out here. And we do have Elk Grove residents that commute out here on a daily basis, using Highway 50, and at some point, they'll be able to bypass that. And that will take that burden off of Highway 99, I-5 and also (Highway) 50."

Gold Country Media, May 13, 2021 – *Capital Connector project underway to connect Folsom to Elk Grove*

<https://goldcountrymedia.com/news/189626/capital-connector-project-underway-to-connect-folsom-to-elk-grove/>

"Our success to leverage local funds to secure large construction grants speaks to the benefit of regional collaboration and partnerships," said Derek Minnema, executive director of the Capital SouthEast Connector Joint Powers Authority.

BLOG/NEWSLETTER CLIPS

Gold Country Media, May 5, 2021

“Members of Folsom City Council participated in last week’s groundbreaking ceremony for the Capital SouthEast Connector project. From left are Y.K Chalamcherla, Mike Kozlowski, Sarah Aquino, Kerri Howell and Rosario Rodriguez.”

City of Folsom City News Weekly Newsletter: May 6, 2021

Groundbreaking Ceremony Held for the Capital SouthEast Connector

“The Folsom City Council joined federal, state, and regional officials on Wednesday, May 5, to break ground on the Capital SouthEast Connector project – a 34-mile expressway that will fill a critical gap by connecting Interstate 5 and State Route 99 south of Elk Grove to Highway 50 east of El Dorado Hills.”



ITEM 15

MEETING DATE: August 27, 2021

TITLE: Authorize the Executive Director to Analyze, Evaluate, and Purchase Mitigation through the South Sacramento Habitat Conservation Plan, including Kammerer Road and Scott Road

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Resolution 2021-20 authorizing the Executive Director to analyze, evaluate, and purchase mitigation through the South Sacramento Habitat Conservation Plan as funded by the Sacramento Transportation Authority's Smart Growth Incentive Program.

BACKGROUND

Contract STA-21-AE-001 between the JPA and Sacramento Transportation Authority ("STA") provides funding to the JPA for analysis, evaluation, and assessment of environmental Mitigation up to \$5M through FY 2024.

The contract, signed June 18, 2021, is part of the Smart Growth Incentive Program ("SGIP"), created for the Cosumnes River Permanent Open Space Preserve to mitigate potential environmental impacts from the construction of the Connector project.

ELIGIBLE EXPENDITURES

Eligible expenditures include analysis, evaluation, assessment, and purchase of mitigation benefitting the Connector. Mitigation occurs through the South Sacramento Habitat Conservation Plan ("SSHCP") in-lieu fee program or the acquisition of mitigation lands to reduce the land component of SSHCP fees.

Mitigation Purchase - Segment A2 - Kammerer Road - Approximately \$500,000

Construction of Kammerer Road between Bruceville Road and Lent Ranch Parkway is underway. As part of this initial phase of the Project, approximately 28 acres of farmland/Swainson's hawk foraging habitat would be affected (see Attachment a.).

Mitigation credits for land cover type "Agriculture (Cropland and Irrigated Pastureland)" will offset impacts to both agricultural/farmland and Swainson's hawk foraging habitat.

The amount for the purchase of mitigation credits is \$497,252. A breakdown of the calculated cost of the mitigation credits is included below

| A2 Kammerer Rd | Impact | Total |
|---|-------------------------|--------------------------|
| Farmland/Agriculture | 28 acres @ \$17,759* | \$497,252 |
| Valley Grassland (Swainson's Hawk Foraging) | 28 acres | Covered with Farmland |

Mitigation Purchase - Segment D3 - Scott Road– Approximately \$142,000

Construction of Scott Road is anticipated within the next 6-12 months. The Project will permanently impact 5.911 acres of valley grassland and temporary impacts to 1.952 acres of valley grassland.

Valley Grassland is suitable foraging and/or nesting habitat for tricolored blackbirds, western burrowing owl, ferruginous hawk, Swainson's hawk, northern harrier, and white-tailed hawk kite.

| D3 Scott Rd | Impact | Total |
|---|----------------------------|--------------|
| Valley Grassland (Swainson's Hawk Foraging) | 7.299 acres @ \$19,394* | \$141,577 |

ATTACHMENTS

- a. Resolution 2021-20
- b. Kammerer Road Farmland/Swainson's Hawk Impacts
- c. Scott Road Valley Grassland Impacts



ITEM 15 a

RESOLUTION 2021-20

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO ANALYZE, EVALUATE, AND
PURCHASE MITIGATION THROUGH THE SOUTH SACRAMENTO HABITAT
CONSERVATION PLAN**

WHEREAS, the Sacramento Transportation Authority (“STA”) and the Capital SouthEast Connector Joint Powers Authority (“Connector JPA”) entered into an Allocation and Expenditure Contract (“Agreement”) for Environmental Mitigation Related to the Construction of the Capital SouthEast Connector Expressway under the Smart Growth Incentive Program (“SGIP”) for \$5,000,000 on June 18, 2021; and

WHEREAS, the Agreement will fund expenditures associated with the Connector JPA’s analysis, evaluation and assessment of, and purchase of mitigation and mitigation fee agreements benefiting the Connector;

BE IT RESOLVED by the Board of Directors of the Connector JPA (“Board”) hereby authorizes the Executive Director to purchase mitigation through the in-lieu fee program instrument of the South Sacramento Conservation Agency consistent with the adopted Board budget and fund Connector mitigation purchases and all related mitigation expenses through the Agreement with STA under the SGIP.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 27th day of August, 2021, on a motion by
Director _____, seconded by Director _____, by the following
vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Chairperson

ATTEST:

Secretary

Item 15 b**WTR017 – WTR018 A2 Kammerer Project**
Mitigation Costs**Farmlands/Swainson’s Breakdown (see attached Farmland/Swainson’s Hawk Map)****WTR017 / WTR018 A2 Kammerer - 28 acres combined**

- WTR017 A2 Kammerer – 10 acres
 - 7 acres north of the road
 - 3 acres south of the road

- WTR018 A2 Kammerer – 18 acres
 - 3 acres north of the road
 - 15 acres south of the road including basin

| WTR017 A2 Kammerer | Impact | Total |
|---------------------------|----------------------|-----------------------|
| Farmland | 10 acres @ \$17,759* | \$177,590 |
| Swainson’s Hawk Foraging | 10 acres | Covered with Farmland |

**Based on 2019 SSHCP Fee Schedule – No 2020/ 2021 SSHCP Mitigation Fee*

| WTR018 A2 Kammerer | Impact | Total |
|---------------------------|----------------------|-----------------------|
| Farmland | 18 acres @ \$17,759* | \$319,662 |
| Swainson’s Hawk Foraging | 18 acres | Covered with Farmland |

**Based on 2019 SSHCP Fee Schedule - No 2020/2021 SSHCP Mitigation Fee*

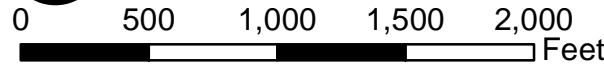
| | |
|--|------------------|
| WTR017/WTR018 A2 Kammerer Fees: | \$497,252 |
|--|------------------|

- WTR017 Kammerer A2 Farmland/Swainson's Impacts
- WTR018 Kammerer A2 Farmland/Swainson's Impacts



V:\2382 Elk Grove On Call\WTR017 - WTR018\Farm and Swainsons\A1-A2 Kammerer 2-Lane Farmland-Swainsons Impacts .mxd

Source: ESRI Maps Online; Dokken Engineering 3/1/2021; Created By: amyd



A1/A2 Kammerer Road 2-Lane Farmland/Swainson's Hawk Foraging Impacts

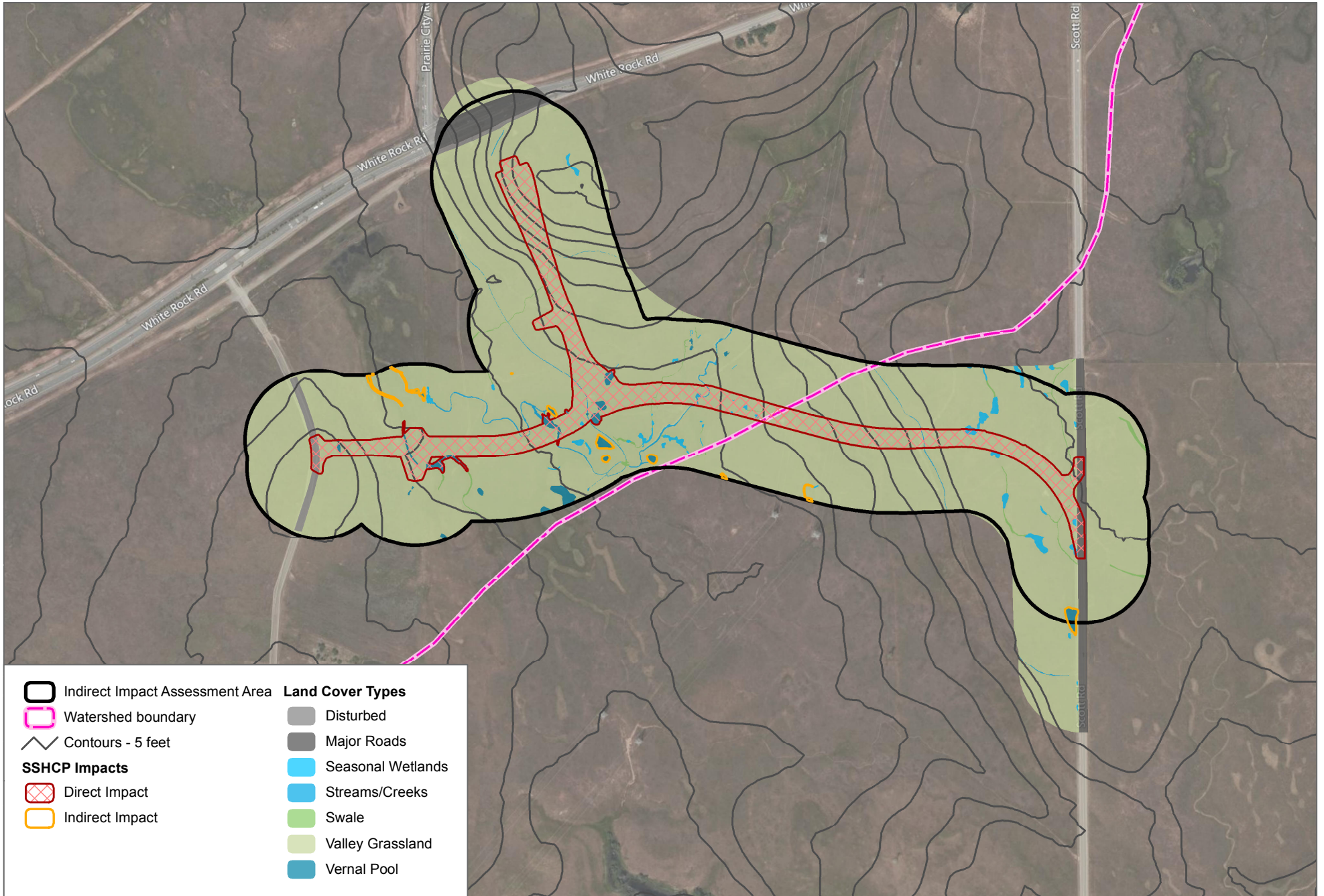
WTR017 / WTR018 Kammerer Road Reconstruction and SEPA Shed C Improvements
City of Elk Grove and Sacramento County, California

Item 15 c

Connector Segment D3 - Scott Road Realignment Project
Mitigation Cost

| SSCHP Impact Habitat Type | Impact | Total |
|---|-------------------------|--------------|
| Valley Grassland (Swainson's Hawk Foraging) | 7.299 acres @ \$19,394* | \$ 141,557 |

** Based on 2019 SSHCP Fee Schedule - No 2020/2021 SSHCP fee schedule has been released*



SOURCE: Bing Maps 2021, JPA 2014, County of Sacramento 2016, LSA 2021, USGS 2020

ITEM 16

MEETING DATE: August 27, 2021

TITLE: Update on Connector Segment D3 - Scott Road and 1) Adopting an Addendum to the Final Tiered Initial Study with Mitigated Negative Declaration for Segment D3/E1; 2) Authorize the Executive Director to Approve the Final Bid Package, Advertise the Project for Construction, and release an RFP for Construction Engineering Services; 3) Authorize the Executive Director to execute an Amendment to the Agreement for Engineering Services with Mark Thomas & Company, Inc.; and 4) Authorize the Executive Director to execute an MOU with the City of Elk Grove to exchange funding.

PREPARED BY: Matt Lampa

RECOMMENDATION

1. Approve Resolution 2021-21 adopting the Addendum to the Initial Study with Mitigated Negative Declaration for the Segment D3/E1 Project and approving the modified Project.
2. Approve Resolution 2021-22 authorizing the Executive Director to approve the final bid package, advertise the Project for construction, and release an RFP for Construction Engineering services.
3. Approve Resolution 2021-23 authorizing the Executive Director to execute an amendment to the agreement with Mark Thomas & Company, Inc. concerning the Project.
4. Approve Resolution 2021-24 authorizing the Executive Director to execute an MOU with the City of Elk Grove to exchange funding.

BRIEF OVERVIEW

In September 2020, staff began work on the final design and environmental analysis for the realignment of Scott Road to the intersection with Prairie City and White Rock Road (the "Project"). In April 2021, the JPA received \$3.459 million in funding for the construction of the Project.

Staff has collaborated with the County of Sacramento and the City of Folsom to finalize the design of the Project. Earlier this summer, the JPA completed an addendum to the Initial Study/Mitigated Negative Declaration (“IS/MND”) for Segment D3/E1.

Staff has collaborated with the City of Elk Grove on an exchange of funds to allow the Project to be advertised this year, and the JPA and the City prepared a draft Memorandum of Understanding (“MOU”).

Staff will provide an overview of the Addendum and the final bid package and describe the steps to advertise the Project and solicit bids for construction, which is anticipated to occur in November.

PROJECT DESIGN ELEMENTS

Limits and Nature of Work

The Project consists of realigning Scott Road to the signalized intersection at White Rock Road/Prairie City Road within City of Folsom right of way. The realigned roadway will be upgraded to current design standards, including shoulders and drainage improvements.

The Project Development Team (“PDT”), consisting of JPA staff, the City of Folsom Public Works, and Sacramento County Department of Transportation (“DOT”), have met regularly throughout the development of the design phase and are in agreement on the following general scope elements:

- Design standards for Scott Road will be Sacramento County, 2-lane rural collector, Class C Street (Standard Drawing 4-4), with 12’ wide lanes and 6’ shoulders (36’ wide paved).
- Design standards for the access road to the State Parks Prairie City State Vehicular Recreation Area (SVRA) will be Sacramento County, 2-lane rural collector, Class C Street (Standard Drawing 4-4), with 11’ wide lanes and 5’ shoulders (32’ wide paved).
- A roundabout will be constructed at the intersection of Scott Road and the SVRA access road to facilitate movements into and out of the State Park.
- Design vehicle will be CA Legal-65 and Wilson 53’ Stockmaster (Cattle hauler).

No landscaping is proposed along the realigned Scott Road due to lack of irrigation facilities, however, decomposed granite and boulders are proposed in the center of the roundabout to minimize maintenance.

Existing Scott Road will remain open to traffic during construction, except during short and limited temporary closures when the contractor will need to “tie-in” to the existing roadway.

Traffic Control Features and Access

The new signal and approaches at the intersection of White Rock Road and Prairie City Road installed by the current Segment D3 project will be modified to add a fourth signalized leg to the intersection to the south to accommodate the realignment of Scott Road.

The realignment of Scott Road will provide an access road to the relocated State Parks Prairie City SVRA Gate 4, and can accommodate future entrance(s) to the City of Folsom Corporation Yard. The intersection treatment for the Gate 4 access road connection with the realigned Scott Road will be a roundabout. A new lighting system will be provided at the roundabout to enhance safety.

After the realignment of Scott Road is constructed and open to traffic, the access to White Rock Road from existing Gate 4 of the State Parks Prairie City SVRA will be closed and the connection removed.

Drainage/Stormwater Mitigation Facilities

Drainage for the Project consists of cross culverts under the new roadway and roadside ditches to collect and convey surface runoff. The proposed drainage system is designed to convey the 100-year storm peak discharge and aims to maintain existing drainage flow patterns and minimize diversions from one watershed to another.

The realigned Scott Road is less than 5 acres in size, and per the Sacramento County 2018 “Stormwater Quality Design Manual for the Sacramento and South Placer Regions”, source control stormwater quality measures will be provided. Drainage basins are not required.

Environmental Permitting

The JPA is a South Sacramento Habitat Conservation Plan (“SSHCP”) plan partner, and the Project is covered activity under the SSHCP Programmatic General Permit. A Notice of Intent (“NOI”) has been filed with the California Regional Water Quality Board (“RWQCB”) to demonstrate compliance with the Waste Discharge Requirements Order R5-2019-0023 and the Section 401 Water Quality Certification Permit (WDID#5A34CR00759) issued to the SSHCP by the RWQCB. Concurrence from the RWQCB is anticipated to be received in October.

As documented in the NOI, the JPA has made an initial purchase of \$91,054 for mitigation credits through the SSHCP for temporary and permanent impacts associated with the proposed Project improvements. The remaining mitigation credits will be purchased through the SSHCP before ground disturbance and total approximately \$142,000.

Utilities

No utility relocations are required for the Project. The new roadway passes under existing overhead utilities along White Rock Road and crossing the realignment route (SMUD and PG&E), and there are existing underground utilities on existing Scott Road (AT&T). The PDT has coordinated with SMUD, PG&E, and AT&T during the final design phase of the Project, and all existing overhead and underground utilities will be protected in place.

Right of Way and Maintenance

The realignment of Scott Road occurs on the City of Folsom right of way acquired for the future Corporation Yard. The access road to the State Park SVRA Gate 4 begins at the roundabout connection with Scott Road and heads west along a public access easement acquired across Aerojet Rocketdyne, Inc. property.

Sacramento County will maintain the realigned Scott Road and the access road to the SVRA Gate 4, as described in a maintenance agreement between the City and County. The City will operate and maintain the traffic signal at the White Rock Road/Prairie City Road intersection. All improvements on the State Parks property, including culverts, will be maintained by the State.

The City of Folsom has entered into a Consent to Common Use of Easement Agreement with SMUD for the portion of the realigned Scott Road crossing an existing SMUD electrical transmission line easement. The Agreement describes responsibilities and allowable activities during construction to ensure SMUD's high voltage facilities are not compromised, and access remains unobstructed.

ENVIRONMENTAL ANALYSIS

Background

The Connector JPA certified a Programmatic Environmental Impact Report ("PEIR") in 2012 and subsequently adopted an IS/MND for Segment D3/E1 of the Connector in 2016. The PEIR and the IS/MND included realignment of Scott Road to the intersection of White Rock Road and Prairie City Road, on an alignment parallel to White Rock Road.

After the adoption of the IS/MND, the Sacramento County Local Agency Formation Commission and the City of Folsom approved an EIR for the Folsom Corporation Yard Sphere of Influence Amendment and Annexation that analyzed the potential impacts related to its access scenarios, including realignment of Scott Road south of the Corporation Yard, or approximately 0.4 miles south of the alignment contemplated in the IS/MND.

After the EIR approval, the City of Folsom and the County of Sacramento entered into a Memorandum of Agreement that identified the alignment for Scott Road and preserved the right of way for either a t-intersection or curved alignment. The County and City agreed that a final alignment would be determined later, and environmental analysis would be completed once the design phase was initiated for Scott Road.

The alignment and Project design elements were determined in December 2020. The connection at White Rock Road/Prairie City Road remains consistent with the IS/MND and EIR, and the alignment is shifted to avoid conflicts with the future Folsom Corporation Yard. It also includes a roundabout where the access road to the State Parks intersects Scott Road.

Due to these minor modifications, an Addendum to the IS/MND was prepared consistent with Public Resources Code section 21166 and California Environmental Quality Act ("CEQA") Guidelines Section 15162 and 15164. The Addendum evaluates the Modified Project and makes the following findings:

- **No Substantial Changes to the Project** - The Modified Project has not substantially changed from the project identified and evaluated in the IS/MND. No major revision of the IS/MND is required. Additionally, the changes identified for the Modified Project do not substantially change the assumptions concerning the future development of the Project site evaluated in the IS/MND.
- **No Substantial Changes in Circumstance** – The existing environmental conditions or circumstances in and around the Project site have not changed such that implementation of the proposed minor modifications to the Project would result in new significant environmental effects or a substantial increase in the severity of environmental effects identified in the IS/MND.
- **No New Information** – No new information of substantial importance, which was not known and could not have been known when the IS/MND was adopted, has been identified to show that the proposed minor modifications to the Project would be expected to result in: 1) new significant environmental effects not identified in the IS/MND; 2) substantially more severe environmental effects than shown in the IS/MND; 3) mitigation measures or alternatives previously determined to be infeasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the Project sponsor

declines to adopt the mitigation measure or alternative; or 4) mitigation measures or alternatives which are considerably different from those identified in the IS/MND would substantially reduce one or more significant effects of the Project but the Project sponsor declines to adopt the mitigation measure or alternative.

The Addendum analyzed the following factors that have the potential to be impacted by the Project: energy; geology and soils; greenhouse gas emissions; hazards and hazardous materials; hydrology and water quality; land use and planning; mineral resources; noise; population and housing; public services; recreation; transportation; tribal cultural resources; utilities and service systems; and wildfire.

Environmental Analysis Results

The analysis concluded:

- The analyses and conclusions in the IS/MND remain current and valid.
- Project modifications would not result in any new or more severe significant environmental impacts.
- No change has occurred with respect to circumstances surrounding the Modified Project that would cause new or substantially more severe significant environmental effects than identified in the IS/MND.
- No new information has become available that shows the Project would cause significant environmental effects not already analyzed in the IS/MND
- The mitigation measures included in the IS/MND would remain applicable to the modified Project.
- No further environmental review is required beyond this Addendum to the IS/MND, and the Addendum satisfies the requirements of CEQA Guidelines Section 15162 and 15164.

The Connector JPA is the CEQA Lead Agency for environmental review of the Project, and staff recommends Board approval of the Addendum to the IS/MND.

OTHER RELATED FUTURE MILESTONES – EXISTING SCOTT ROAD

The JPA will remove the existing Scott Road connection to White Rock Road after the realignment is constructed and traffic is routed to the new traffic signal. County DOT has an established abandonment process that the JPA will utilize. AT&T has underground facilities along existing Scott Road, and staff will continue working with

the County, City, and stakeholders to determine the best course of action for abandonment and removal of existing Scott Road while preserving the rights for AT&T facilities.

CONSTRUCTION ADMINISTRATION AND BIDDING ADVERTISEMENT

The City of Folsom is currently administering the construction of the White Rock Road improvements directly adjacent to Scott Road, which may make it advantageous for the City to administer construction and publicly bid the project.

Alternatively, the JPA can administer the construction if it's more efficient and the City lacks the resources to advance the construction of the Project. Staff is working with the City to determine the best path forward. A modification to the MOU with the City of Folsom could be brought to the Board for consideration in September. The goal is to advertise the Project by November.

Construction Funding and Exchange with the City of Elk Grove

In April 2021, the JPA received \$3.459 million in funding for the construction of the Project. However, the JPA was subsequently informed that the construction funding would not be available for several years. Acknowledging that the Project is ready for construction and the potential for competitive bids in the Folsom area, staff explored all options to expedite construction through a funding exchange.

As a member agency, and to assist the JPA with completing construction in 2022 as scheduled, the City of Elk Grove has agreed to exchange Local funds for the JPA's funding. This exchange will provide the JPA with an immediate ability to advertise the Project, while providing the City of Elk Grove construction funding for Connector Segment A1 (Kammerer Road from I-5 to Bruceville Road).

JPA and the City are working collaboratively to program the grant funding for the construction phase of Connector Segment A1 (construction anticipated in 4 or 5 years).

The funding exchange between the City and JPA will be accomplished via MOU, with the transfer of funds occurring within 30 days of the execution of the MOU and the written commitment to program the funding to Kammerer Road. Staff anticipates that the exchange can be finalized by the end of October.

REQUEST FOR AMENDMENT

An amendment to the agreement with Mark Thomas & Company, Inc. is recommended for approval as the amount of the amendment exceeds contract authority and the not-to-exceed limit previously authorized by the Board. Additional scope and budget is recommended for design services required for roundabout design and engineering

support services during the bidding and construction phase. These tasks generally include:

- Design work associated with the roundabout intersection, such as drainage, signage, and lighting.
- Future review and response to bidder inquiries during an advertisement for construction bids.
- Future review and responses to contractor requests for information during construction, attend field meetings during construction, and coordinate with contractor on design revision if any unforeseen field conditions are present.
- Future environmental monitoring during construction
- Preparing As-Built drawings after construction.

The amendment totals an additional \$105,171 (approximately \$55k for construction phase and environmental monitoring), increasing the budget to a total not-to-exceed amount of \$467,192. The budget for this amendment and the construction administration/support costs was anticipated in the Fiscal Year 2022 budget.

SUMMARY

Completion of the Addendum to the IS/MND and Final Design, and advertisement for construction is a significant project milestone. It is the culmination of efforts by the community of Rancho Murieta, the JPA, and our project partners the County and City of Folsom. JPA staff would like to recognize and thank our project partners for their efforts and support.

We would also like to recognize our partners at the City of Elk Grove and their efforts in connection with the exchange of construction funds to allow delivery of the Project in 2022.

Staff is requesting the Board consider:

1. Adopt an Addendum to the IS/MND for the Segment D3/E1 project;
2. Authorize the Executive Director to approve the Final Bid Package, publicly advertise the Project for construction, and release an RFP for Construction Engineering Services;
3. Authorize the Executive Director to execute an amendment to the agreement with Mark Thomas & Company, Inc.; and
4. Authorize the Executive Director to execute an MOU with the City of Elk Grove.

ATTACHMENTS

- a. Resolution 2021-21
- b. Addendum to the IS/MND
- c. Resolution 2021-22
- d. Resolution 2021-23
- e. Amendment to Agreement w/ Mark Thomas & Company, Inc.
- f. Resolution 2021-24
- g. Draft MOU with the City of Elk Grove

ITEM 16 a

**RESOLUTION 2021-21
RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
ADOPTING AN ADDENDUM TO THE MITIGATED NEGATIVE DECLARATION
FOR THE CAPITAL SOUTHEAST CONNECTOR SEGMENT D3/E1 PROJECT**

WHEREAS, pursuant to California Government Code, section 6500 *et seq.*, the Capital SouthEast Connector Joint Powers Authority (“Connector JPA”) was formed by the cities of Rancho Cordova, Elk Grove, and Folsom, and the counties of Sacramento and El Dorado, to provide for the coordinated designation, acquisition, planning, designing, financing, construction, operation, and maintenance of a multi-modal transportation corridor to connect the City of Elk Grove, the County of Sacramento, the City of Rancho Cordova, the City of Folsom, and the County of El Dorado, known as the “Connector Project”; and

WHEREAS, the Connector JPA certified the Final Program Environmental Impact Report (Final Program EIR) for the entire Connector Project on March 7, 2012, in compliance with the provisions of the California Environmental Quality Act (CEQA), its implementing regulations, and the Connector JPA’s CEQA Policies and Procedures;

WHEREAS, a Tiered Initial Study with Mitigated Negative Declaration (Draft IS/MND) for Segment D3/E1 of the Connector Project was prepared and released for a 30-day public comment period between October 13, 2015, and November 13, 2015, during which time a public hearing was held by the Connector JPA in Rancho Cordova on October 23, 2015, to present information, answer questions, and record public comment on the Draft IS/MND;

WHEREAS, based upon written and oral comments received during the public review period, responses to comments were prepared and revisions were made to the Draft IS/MND, as reflected in the Final Tiered Initial Study with Mitigated Negative Declaration (Final IS/MND), dated January 2016;

WHEREAS, the Final IS/MND concluded that implementation of the D3/E1 Segment of the Project could result in a number of significant effects on the environment and identified mitigation measures that would reduce the significant effects to a less-than-significant level; and

WHEREAS, whenever a lead agency approves a project requiring the implementation of measures to mitigate or avoid significant effects on the environment, CEQA also requires a lead agency to adopt a Mitigation Monitoring and Reporting Program



(MMRP) to ensure compliance with the mitigation measures during project implementation; and

WHEREAS, the Connector JPA is the lead agency on the Project, and the Board of Directors of the Connector JPA is the decision-making body for the proposed Project; and

WHEREAS, the Board of Directors of the Connector JPA reviewed and considered the Final IS/MND and related MMRP for the D3/E1 Segment of the Project and intends to take actions on the Project in compliance with CEQA, its implementing regulations, and the Connector JPA's CEQA Policies and Procedures; and

WHEREAS, the Final IS/MND and the MMRP for the D3/E1 Segment of the Project are, by this reference, incorporated into this Resolution as if fully set forth herein; and

WHEREAS, the Board of Directors of the Connector JPA considered the Final IS/MND for the D3/E1 Segment of the Connector Project, which consists of the Final IS/MND, including all comments and responses to comments on the Draft IS/MND, and adopted it on January 22, 2016;

WHEREAS, after the Project's approval, the JPA adopted the South Sacramento Habitat Conservation Plan ("SSHCP") and its associated mitigation measures;

WHEREAS, after adoption of the Final IS/MND, the Sacramento County Local Agency Formation Commission and the City of Folsom approved an EIR for the Folsom Corporation Yard Sphere of Influence Amendment and Annexation that analyzed the potential impacts related to its access scenarios, including realignment of Scott Road south of the Corporation Yard, or approximately 0.4 miles south of the alignment contemplated in the Final IS/MND ("Modified Project");

WHEREAS, State CEQA Guidelines section 15164, subdivision (a), allows a lead agency to prepare an Addendum to a Negative Declaration if such Addendum meets the requirements of CEQA;

WHEREAS, the Connector JPA has prepared engineering plans to complete the realignment of Scott Road and an Addendum to the Final IS/MND for the D3/E1 Segment of the Project. The Addendum to the Final IS/MND for the Project is incorporated herein by this reference; and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE CAPITAL SOUTHEAST CONNECTOR JPA RESOLVES AS FOLLOWS:

1. The Board of Directors gave full and legal notice of a public hearing to consider and act upon the Addendum and the Project, and a public hearing was duly held on August 27, 2021.

2. The Board of Directors has reviewed and considered the information contained in the Final IS/MND, including all comments and responses to comments, and has considered the Addendum to the Final IS/MND prior to making its determination on the final plans for the realignment of Scott Road.

3. An Addendum to the Final IS/MND was prepared that provides analysis and cites substantial evidence that supports the following determinations by the Board:

- a. There are no substantial changes proposed for the Project that will require major revisions of the Final IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- b. There are no substantial changes with respect to the circumstances under which the project is undertaken that will require major revisions of the Final IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and
- c. There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the Final IS/MND was adopted, that shows any of the following: (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration; (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR; (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.
- d. Thus, none of the conditions for subsequent or supplemental environmental review under CEQA Guidelines Section 15162 have occurred.
- e. Only minor technical changes or additions to the Project are necessary.

- f. No new mitigation measures are required to lessen significant environmental effects of the Modified Project. Pursuant to Public Resources Code section 21081.6, the Board of Directors recognizes that the mitigation measures in the Mitigation Monitoring and Reporting Plan adopted with the IS/MND for D3/E1 Segment remain applicable to the Project. The mitigation measures in the Mitigation Monitoring and Reporting Plan adopted in connection with the Connector JPA's participation in the SSHCP are also applicable to the Project.

4. The Board hereby adopts the Addendum to the Final IS/MND as complete, adequate, and in full compliance with CEQA as the basis for considering and acting upon the Project. The Addendum has been prepared as required by law and the document as adopted reflects the independent judgment and analysis of the Board of Directors, which has exercised overall control and direction of its preparation.

5. The custodian of records for the Addendum is the Secretary of the Board of the Connector JPA, 10640 Mather Blvd, Mather, CA 95655.

6. The Executive Director is directed to file a Notice of Determination regarding the Addendum.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 27th day of August 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary



ITEM 16 b

DUE TO THE LENGTH AND SIZE OF THE ADDENDUM, A SUMMARY IS ATTACHED AND THE FULL DOCUMENT HAS BEEN UPLOADED TO THE CONNECTOR JPA WEBSITE HERE:

http://www.connectorjpa.net/uploads/8/3/3/5/83350278/scott_road_ceqa_addendum-final.pdf

**ADDENDUM TO THE TIERED INITIAL STUDY
WITH MITIGATED NEGATIVE DECLARATION**

**CAPITAL SOUTHEAST CONNECTOR SEGMENT D3/E1 PROJECT:
SCOTT ROAD REALIGNMENT**

COUNTY OF SACRAMENTO, CALIFORNIA

Submitted to:

Capital SouthEast Connector JPA
10640 Mather Blvd., Suite 120
Mather, California 95655

Prepared by:

LSA
1504 Eureka Road, Suite 310
Roseville, California 95661
916.772.7450

Project No. MKT2009

LSA

July 2021

1.0 INTRODUCTION

This document, prepared pursuant to the California Environmental Quality Act (CEQA) and the regulations and policies of the County of Sacramento (County), is an Addendum to the Tiered Initial Study with Mitigated Negative Declaration (Capital SouthEast Connector JPA 2016). Capital Southeast Connector Segment D3/E1 Project (Project) which was certified by the Capital SouthEast Connector Joint Powers Authority (Connector JPA) 2016. Per CEQA Section 15164, this Addendum evaluates whether modifications and refinements to the Project would result in new or substantially more adverse significant effects or require new mitigation measures not identified in the 2016 IS/MND. The Connector JPA is the CEQA Lead Agency for environmental review of the Modified Project.

For purposes of this review, the Connector JPA has identified the Modified Project evaluated in this Addendum as the Scott Road Realignment. Section 2.0 of this Addendum provides a detailed project description and summary of the project history, background, location, and existing site characteristics.

As discussed in this Addendum, the proposed modifications to the Project would not cause new significant environmental effects not identified in the 2016 IS/MND, nor would impacts associated with the modified project be substantially more severe. The analyses in this Addendum and technical studies prepared to support the Addendum (see Appendix A) also shows that no substantive changes have occurred with respect to current circumstances under which the Modified Project would be undertaken that would cause new or substantially more severe significant environmental effects than were identified in the 2016 IS/MND. In addition, no new information has become available that shows that the Modified Project would cause new or substantially more severe significant environmental effects which have not already been analyzed in the 2016 IS/MND.

1.1 PURPOSE OF THIS ADDENDUM

The purpose of this Addendum is to evaluate whether the proposed revisions to the Project resulting from the proposed modifications would result in any new or substantially more severe significant environmental effects or require any new mitigation measures not identified in the 2016 IS/MND for the Project. This Addendum, together with the 2016 IS/MND, will be used by the Connector JPA when considering approval of the Modified Project. The 2016 IS/MND is hereby incorporated by reference.

2.0 PROJECT DESCRIPTION

The following describes the Project and the proposed Modified Project that would realign Scott Road to connect with Prairie City Road and connect the Prairie City State Vehicle Recreation Area (SVRA) to the realigned Scott Road. The Connector JPA is the Lead Agency for review of the Project and Modified Project under CEQA.

2.1 INTRODUCTION

The Capital SouthEast Connector will serve as a regionally significant multi-modal transportation facility connecting I-5 and State Route 99 in Elk Grove to the US Route 50/Silva Valley Parkway Interchange in El Dorado County. The JPA has been made significant strides to completing this vision by finalizing the Program Environmental Impact Report (PEIR) for the 34-mile expressway and completing project reports, tiered environmental documents, and final construction of several segments.



Figure 1: Capital SouthEast Connector

The Project is located in the City of Folsom, Sacramento County, and El Dorado County. It will improve White Rock Road from the White Rock Road/Prairie City Road intersection to the Latrobe Road intersection in El Dorado County. Sacramento County has already constructed the D3 segment from Grant Line Road to Prairie City Road. The Project will close a gap in the Connector between the Sacramento County improvements and improvements in El Dorado County near Latrobe Road.

2.2 BACKGROUND

The Project reconstructs White Rock Road on a new alignment as a four-lane Expressway. It realigns Scott Road to connect with Prairie City Road and connects the Prairie City SVRA to the realigned Scott Road.

The Connector JPA proposes to modify the alignment of Scott Road and analyze the impacts of the modifications under CEQA. The alignment's modifications incorporate the Project's phase 1 improvement under construction, the approval of the City of Folsom Corporation Yard Environmental Impact Report (EIR), and SVRA General Plan EIR.

2.2.1 Previously Completed Efforts

Numerous environmental approvals incorporate the Project. Below is a summary of the previously completed efforts.

2.2.1.1 Segment D3/E1 Environmental Document (IS/MND)

The Connector JPA approved a PEIR in 2012 and has subsequently adopted a Mitigated Negative Declaration for Segment D3/E1 in 2016. The IS/MND for the Project is consistent with the PEIR and County and City General Plans and would not result in any new potentially significant impacts not previously identified within the PEIR.

The PEIR and the IS/MND included realignment of Scott Road to the intersection of White Rock Road and Prairie City Road, on an alignment parallel to White Rock Road.

2.2.1.2 Segment D3/E1 Design and Construction – Phase 1

The final design on the Project's initial phase was completed in early 2020, construction commenced in late 2020, and will continue through 2022. The JPA advanced the relocation of several public utilities, including the Sacramento Municipal Utility District electric overhead facilities and AT&T, MCI/Verizon, and XO Communications facilities both north and south of White Rock Road.

2.2.1.3 South Sacramento Habitat Conservation Plan

After the Project's approval, the South Sacramento Habitat Conservation Plan (SSHCP) was adopted. The JPA is a Plan Partner Agency of the SSHCP, which is complete with permits issued. The Project's impacts are covered under the SSHCP. Since the adoption of the 2016 IS/MND, the JPA has adopted the SSHCP and its associated mitigation measures. Detailed information on the SSHCP can be found here: <https://planning.sacounty.net/PlansandProjectsIn-Progress/Pages/SSHCPPlan.aspx>.

2.2.1.4 City of Folsom Corporation Yard EIR

After the Project's approval, the Sacramento County Local Agency Formation Commission and the City of Folsom approved an EIR for the Folsom Corporation Yard Sphere of Influence Amendment and Annexation that analyzed the potential impacts related to its access scenarios, including the project modifications described herein. After the EIR approval, the City of Folsom and the County of Sacramento entered into a Memorandum of Agreement that identified the alignment and preserved its right of way.

2.2.1.5 State of California General Plan EIR

After the Project's approval, the State of California adopted an EIR for a General Plan for the Prairie City SVRA, which described improved circulation to the park due to the Project. The Project would create a direct entrance from Prairie City Road to the east side of the SVRA.

2.3 EXISTING PROJECT

The Project is located in Sacramento County, California. The Project portion relevant to this task is located south of White Rock Road from the Prairie City Road intersection to conform back to the existing Scott Road at a distance of 0.47 miles south of White Rock Road. The GPS coordinates of the relevant area within the Project limits are latitude 38°36'53.44"N and longitude 121° 8'58.31"W to latitude 38°36'37.36 "N and longitude 121° 8'30.03"W.

Through the Project, the existing Scott Road is generally north-south, providing a local road connection between State Route 16 in Rancho Murieta to White Rock Road in the County of Sacramento. Existing Scott Road is a two-lane rural road with no shoulders, steep side slopes, and open drainage ditches running parallel to the roadway connected to existing shallow culverts that cross under Scott Road. There are existing underground communication utilities directly adjacent to the west side of existing Scott Road and overhead electrical transmission lines to the west of existing Scott Road in utility easements on the Aerojet Rocketdyne, Inc. property.

The Project has improved White Rock Road on a new alignment as a four-lane expressway with a landscaped center median. The Project has realigned Prairie City Road north of White Rock Road to a new signalized intersection with White Rock Road. This stretch of White Rock Road will also include utility relocation and drainage facilities, including roadside ditches and drainage basins along the roadway.

Scott Road's realignment would complete the local circulation improvements to the Project and complete full intersection movements at the new White Rock Road/Prairie City Road signalized intersection. East-West movements along White Rock Road and North-South movements along Prairie City Road are all accommodated as originally approved.

2.4 PROJECT MODIFICATIONS

Minor modifications to the Project are necessary to avoid the Folsom Corp Yard and allow access into the SVRA from Scott Road while still providing the original Project's circulation access. Analysis is necessary to determine whether the minor modifications are consistent with the PEIR, Segment D3/E1 MND, Folsom Corporation Yard EIR, and SVRA General Plan EIR.

The minor modifications to the Project consist of the following:

- Realignment shifted southerly to avoid impacts to Folsom Corp Yard and improve circulation to the State Park.

The remaining design features of the Project will continue forward, consistent with the PEIR and IS/MND, including:

- Relocating access to the SVRA from White Rock Rd to Scott Road with a turnaround as described in the PEIR and SVRA General Plan EIR,
- Realignment of Scott Road as a 2-lane local-road connection to Prairie City Road as described in the IS/MND;
- Modifying the traffic signal for the fourth leg of the White Rock Road/Prairie City Road intersection as described in the IS/MND;
- Closing the existing White Rock Road/Scott Road intersection as described in the IS/MND;
- Intersection lighting and signage as described in the IS/MND;

- Drainage facilities including roadside ditches, culverts, and as-needed basins as described in the IS/MND; and,
- Accommodation for public utility facilities as described in the IS/MND.

The modifications meet the goals of the PEIR, Segment D3/E1 IS/MND, Corporation Yard EIR, and State Parks EIR.

The Project continues to link communities to the south along the Scott Road corridor, improve mobility for all users, including bicyclists and ranching operations, improve access to recreational sites, accommodate existing land use along the corridor, including ranching, and contribute to the remedy for current and future deficiencies in transportation capacity, safety, and land use compatibility. The Project will continue to meet the projected traffic demands for the next 20 years.



ITEM 16 c

RESOLUTION 2021-22

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO APPROVE THE FINAL BID
PACKAGE FOR CONNECTOR SEGMENT D3 – SCOTT ROAD REALIGNMENT, TO
PUBLICLY ADVERTISE THE PROJECT FOR CONSTRUCTION, AND TO RELEASE
A REQUEST FOR PROPOSALS RELATED TO CONSTRUCTION ENGINEERING
SERVICES.**

BE IT RESOLVED that the Board of Directors (“Board”) of the Capital SouthEast Connector Joint Powers Authority (“Connector JPA”) hereby authorizes the Executive Director to approve the final bid package for Connector Segment D3 – Scott Road Realignment, to publicly advertise the project for construction, and to release a Request for Proposals related to Construction Engineering Services.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 27nd day of August, 2021, on a motion by
Director _____, seconded by Director _____, by the following
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary



ITEM 16 d

RESOLUTION 2021-23

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDMENT TO
THE AGREEMENT WITH MARK THOMAS & COMPANY, INC.**

BE IT RESOLVED that the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") hereby authorizes the Executive Director to execute an Amendment to the Agreement with Mark Thomas & Company, Inc. to increase the not-to-exceed amount by \$105,171.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 27th day of August, 2021, on a motion by
Director _____, seconded by Director _____, by the following
vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

**AMENDMENT NO. 2
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CAPITAL SOUTHEAST CONNECTOR AUTHORITY
AND MARK THOMAS & COMPANY, INC.**

This Amendment No. 2 to the September 1, 2020, agreement for Professional Services (“Agreement”) between the Capital SouthEast Connector Authority¹ (“Authority”), and Mark Thomas & Company, Inc., a California Corporation (“Consultant”), is entered into effective August ____, 2021.

WHEREAS, on September 1, 2020, the Executive Director of the Authority entered into an agreement for professional services with Consultant concerning the Scott Road Realignment Project; and

WHEREAS, the parties entered into Amendment 1 to the agreement on February 19, 2021; and

WHEREAS, the Authority and Consultant now wish to further amend the Scope of Work to include additional engineering and environmental services related to the project.

NOW, THEREFORE, the Authority and Consultant agree as follows:

1. Authority and Consultant hereby agree to amend the Scope of Work to include those tasks more specifically described in Exhibit A-1 attached hereto and incorporated herein.
2. Authority and Consultant hereby agree to amend the second sentence of Section 1 of the Agreement to read as follows:

Work shall be completed and this agreement shall expire on March 1, 2023, unless otherwise terminated as provided for in this Agreement or extended by written agreement between parties.

3. Authority and Consultant hereby agree to amend the second sentence of Section 5 of the Agreement to read as follows:

“The amount to be paid to Consultant under this Agreement shall not exceed Four Hundred Sixty-Seven Thousand One Hundred Ninety-Two Dollars (\$467,192.00) unless expressly authorized in writing by the Executive Director.

¹ The full legal name of the Capital SouthEast Connector Authority is the “Elk Grove-Rancho Cordova-El Dorado Connector Authority.”

4. In connection with the additional services to be provided by Consultant pursuant to Exhibit A-1, Authority and Consultant agree to amend and reallocate the Budget as more specifically described in Exhibit B-1 attached hereto and incorporated herein.
5. Except as expressly amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AMENDMENT AS OF THE DATE HEREIN ABOVE APPEARING.

CAPITAL SOUTHEAST CONNECTOR AUTHORITY

DEREK MINNEMA
Executive Director

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG LLP
Legal Counsel to the Authority

MARK THOMAS & COMPANY, INC.

ZACH SIVIGLIA, PE, QSD
Principal, President

Attachments:

Exhibit A-1
Exhibit B-1

SCOPE OF WORK (8/17/2021)

TASK 5 PROJECT DESIGN & PREPARATION OF PLANS, SPECIFICATIONS & COST ESTIMATE (PS&E)

Task 5.5.4 Update Final PS&E (New Task)

Revised Intersection Treatment

The original contract was based on refreshing the 95% design by Dokken for the Scott Road Realignment project that was originally included as part of the Segment D3 project design for White Rock Road. The 95% design by Dokken had a profile resulting in cut/fill limits extending outside the available right-of-way acquired by the City of Folsom for the project. A “T” intersection was also the intersection treatment where the extension of Scott Road south of White Rock Road intersected with the SVRA Gate 4 access road.

During the preliminary engineering phase, alternative intersection treatment concepts were evaluated with a roundabout selected as the preferred concept. The redesign associated with a roundabout as well as refreshing the Dokken design that was found to be more in line with a 35% design, not 95% design, has required more design effort than was originally scoped by Mark Thomas. The original scope assumed 95% and Final PS&E submittals and then preparation of the final bid package incorporating any final environmental permit conditions. An additional PS&E submittal was added that requires more design effort as well.

The lighting design by Y&C for the roundabout intersection area will require preparation and submittal of a new service application to SMUD. The original contract assumed no lighting improvements are required so additional budget will be needed by Mark Thomas to cover the out of scope work associated with the new service application.

The original contract assumed the Connector JPA will obtain all necessary right of way prior to the start of construction. Coordination with SMUD and PG&E where their electrical transmission lines cross the route for the Scott Road alignment will require consent agreements to be developed. Additional budget will be needed by Mark Thomas to provide support to the Connector JPA to coordinate with SMUD and PG&E and process the consent agreements.

Show Me Stakes and Field Review

Show me stakes were set in the field along the proposed route of Scott Road and the SVRA Gate 4 access road. A field review was undertaken with the Connector JPA to review the roadway layout, profile and drainage design to confirm the approach for the final PS&E submittal. This work was not in the original contract.

TASK 7 ENGINEERING SUPPORT DURING BID AND CONSTRUCTION PHASES (NEW PHASE)

Task 7.1 Project Management

The original contract assumed monthly progress meetings over 18 months (total 18 meetings/calls) for Mark Thomas staff. Through May 30th and as reported in our monthly progress reports, Mark Thomas has participated in 18

meetings/calls that included monthly progress meetings/calls, coordination with State Parks, coordination with utility companies, coordination on the environmental document and a comment resolution workshop. With the monthly progress calls expected to continue for another six months when the bid package is anticipated to be ready for advertisement, additional budget is requested for six additional monthly meetings/calls.

With the added task 7 for engineering support during the bid and construction phases, it is assumed there will be additional project administration for an assumed 12 months.

With the added task 7 for engineering support during the bid and construction phases, it is assumed there will be additional budget needed for Monthly Invoice and Status Reports for an assumed 12 months.

Task 7.2 Bid Phase Support

Bid support was not included in the original contract. Due to the uncertainty of the level of effort required for bidding assistance, a budget amount has been provided for bidding assistance that will be used on a time and materials basis as requested by the Connector JPA.

This scope assumes that Advertising and the preparation of Bidding Packages will be the responsibility of the Sacramento County and that reproductions for bid documents are not included. Mark Thomas will be available to answer questions during the bidding process. Mark Thomas shall be available on an as-needed basis for support during the bidding phase. The following services could be provided as requested by the Connector JPA:

- Mark Thomas will provide support to the Connector JPA to prepare Caltrans LAPM forms, CTC construction/funding authorization forms, and DBE calculation (required if STIP funds used)
- Mark Thomas will participate in Pre-bid meeting.
- Mark Thomas will provide draft responses to Contractor questions during bidding stage.
- Mark Thomas will prepare draft Addenda and revisions to plans and Special Provisions, as needed
- Mark Thomas will prepare a conform set of plans and Special Provisions incorporating bid phase revisions, as needed
- Mark Thomas will prepare a bid tabulation based on contractor bids

Task 7.3 Construction Phase Support

Due to the uncertainty of the level of effort required for Construction Support, a budget amount has been provided for consultation during construction that will be used on a time and materials basis as requested by the Connector JPA. It is assumed Sacramento County will be the lead for contract administration during the construction phase and will review all contractor submittals for compliance with the bid documents. Assuming only consultation during the construction phase, the following services could be provided as requested by the Connector JPA:

- Mark Thomas will prepare the RE pending file and provide quantity calculations
- Mark Thomas will participate in Pre-construction meeting.
- Mark Thomas will make periodic site visits. Up to a total of five (5) site visits are included with this task during construction.
- Mark Thomas will provide change order review and plan revisions as required.
- Mark Thomas will review Contractor issued Requests for Information (RFIs) and provide draft responses to the Sacramento County Resident Engineer.
- Mark Thomas will provide ongoing consultation and interpretation of contract documents as required and review proposed change orders if requested by the Sacramento County Resident Engineer.

- Sierra Geotech will provide inspection of subgrade soils to receive embankment fill or new structural pavement sections, placement of any Subgrade Enhancement Geotextile, and respond to RFIs with regard to structural pavement section inquiries.

Task 7.4 As-Built Plans

The Mark Thomas team will prepare as-built plans from mark-ups provided by the Sacramento County Resident Engineer.

Task 7.5 Pre-Construction Monitoring

LSA will conduct the following pre-construction monitoring activities.

Spring Plant Survey for Special Status Plants

Per Mitigation Measure Plant-1 (Rare Plant Surveys), LSA will conduct a 1-day focused survey to determine if Ahart's dwarf rush (*Juncus leiospermus* var. *ahartii*), Bogg's Lake hedge-hyssop (*Gratiola heterosepala*), dwarf downingia (*Downingia pusilla*), Legenere (*Legenere limosa*), and pincushion navarretia (*Navarretia myersii*) occur on the project site. The survey will be scheduled to coincide with the normal blooming period of the target species (April-May) to ensure that any special status plants that may occur on the project site are readily identifiable during the survey. All plant species observed on the expansion site will be identified to an appropriate level of taxonomy to determine protection status (if any).

The results of this survey will be documented in a single memorandum report. The report will include a discussion of methods and results, and if special status plants are identified, figures showing the location of plants in relation to the project area.

Pre-Construction Surveys for Western Burrowing Owl

Per Mitigation Measure WBO-2 (Western Burrowing Owl Pre-Construction Surveys), LSA will conduct a minimum of two pre-construction surveys for western burrowing owls in all areas that were identified as suitable habitat (if owls are detected on the first survey, a second survey is not needed). To maximize the likelihood of detecting owls, the pre-construction survey will last a minimum of 3 hours. The survey will begin 1 hour before sunrise and continue until 2 hours after sunrise (3 hours total), or begin 2 hours before sunset and continue until 1 hour after sunset. All owls observed will be counted and their location will be mapped. Surveys will conclude no more than 2 calendar days prior to construction. Therefore, surveys must begin no more than 4 days prior to construction (2 days of surveying plus up to 2 days between surveys and construction).

The results of the pre-construction surveys will be documented in a single memorandum report. The report will include a discussion of methods and results, recommendations, and if owls are located, figures showing the location of owls in relation to the project area.

Pre-Construction Surveys for Tricolored Blackbird, Swainson's Hawk and other Raptors

If construction is to begin during nesting bird season, LSA will conduct a single-day effort pre-construction survey of the project area and a 500-foot buffer for tricolored blackbird, and a 0.25-mile buffer for Swainson's hawk and other nesting raptors.

The results of the pre-construction survey will be documented in a single memorandum report. The report will include a discussion of methods and results, recommendations, and if biological constraints are located, figures showing the location of constraints in relation to the project area.

Task 7.6 Construction Monitoring

LSA will conduct the following construction monitoring activities.

WEAT Presentation and Materials Preparation

LSA will prepare a WEAT PowerPoint presentation and handouts to help workers recognize California tiger salamander, western spadefoot, vernal pool invertebrates, western burrowing owl, and nesting birds and raptors, as well as their habitats and instructions on what to do if special status species are encountered in the project area during construction. A sign-in sheet will also be prepared to document that workers have received the training materials.

An LSA biologist will give the WEAT presentation to all project personnel on the first day of construction, pass out the printed presentation materials, request all personnel who received the training sign the sign-in sheet, and provide a flash drive with the presentation materials to a County representative.

TASK 7 DELIVERABLES

- Monthly Invoice and Status Reports
- Email responses to bidder RFI's
- Email responses to construction RFI's
- As-Built Plans and CAD files (PDF and AutoCAD format)
- Pre-Construction Monitoring Reports (PDF)
- WEAT Presentation Materials

OPTIONAL TASKS

Optional Task O-1 - Temporary Impact Restoration Plan

As a requirement for issuance of the 401 Notice of Applicability, LSA will prepare a temporary impact restoration plan. Temporary impact areas would include mainly annual grassland habitat with some areas of aquatic resources such as vernal pools and vernal swales. This plan will include a baseline vegetation analysis, plant palette, vernal pool duff collection, storage, and inoculation specifications, maintenance and monitoring requirements, performance standards for determining revegetation success, and a conceptual revegetation plan graphic based on design drawings provided by Mark Thomas Engineering.

The budget for this task includes 10 hours to respond to County and RWQCB comments on the draft restoration plan.

Optional Task O-2 - Nesting Bird Monitoring Services

LSA will provide buffers and monitor any active nests for the duration of the nesting season. The frequency of monitoring will depend on the nest location, sensitivity and specific work being performed. LSA has provided a cost per visit under this optional task but the actual scope and budget associated with this task will be determined after completion of the pre-construction monitoring and is also dependent upon the construction schedule.

Optional Task O-3 - Mitigation Monitoring Plan Environmental Commitment Reporting

LSA will assist the JPA with the certification that all Mitigation Monitoring Plan Environmental Commitment Reporting is completed. LSA has budgeted 8 hours of time to assist with this task. Should additional time be required, this would be on a time and materials basis.



CARLSBAD
FRESNO
IRVINE
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

June 9, 2021

David Williams, P.E.
Senior Project Manager
Mark Thomas & Company, Inc.
701 University Avenue, Suite #200
Sacramento, CA 95825

Subject: Additional Fee Authorization for Additional Environmental Services for the Scott Road Realignment Project

Dear Mr. Williams:

As part of the ongoing Scott Road Realignment Project, LSA conducted several tasks required to comply with the requirements of CEQA for the JPA that are outside of our existing scope:

1. Drafting and Revising a Project Description for the CEQA documents including responses to legal comments;
2. Extensive discussions of the CEQA Addendum Template with JPA Staff;
3. Additional anticipated PDT meetings beyond the 12 meetings we have currently scoped;
4. Additional meetings to discuss Biological Studies and Biological mitigation impacts for the SSHCP.

While our current total budget is sufficient at this time to cover the preparation of the above items, we anticipate that we may not be able to complete our existing scope of work without additional authorization. LSA is requesting a budget authorization of \$5,221.58, which includes all labor, sub-consultant fees, and expenses.

Currently, there are two optional tasks that have not been authorized that we do not anticipate being required. We request utilizing a portion of the Noise Optional Task budgeted for \$6,699.00, in order to fund the four additional tasks itemized above.

Please let me know if you have any questions or require additional details. Thank you very much.

Sincerely,

LSA ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Edward Heming". The signature is fluid and cursive, with a prominent loop at the end.

Edward Heming, A.I.C.P.
Associate Environmental Planner

**MARK THOMAS**

August 17, 2021

Mr. Derek Minnema
Capital SouthEast Connector JPA
10640 Mather Blvd., Suite 120
Mather, CA 95655

Project No.: SA-20153

RE: SCOTT ROAD REALIGNMENT – AMENDMENT #2 REQUEST

Dear Mr. Minnema:

Mark Thomas is requesting a contract amendment that includes budget allocations between existing tasks. On 2/17/2021, Mark Thomas requested a reallocation of budgets to account for two new tasks; Right-of-Way Engineering by Mark Thomas and lighting PS&E by Y&C, which was approved by the Connector JPA. This contract amendment request includes these two new tasks, additional budget to complete the PS&E and Environmental Analysis phases of the project due to out-of-scope work that has been encountered by Mark Thomas and LSA, and new tasks for environmental monitoring and engineering support during the bid and construction phases for the project. We request that the LSA optional tasks budget of \$11,770.00 be reallocated towards the out-of-scope and new work by LSA. Attached is the scope of work and fee proposal for this amendment request.

Mark Thomas has encountered the following out-of-scope work as part of the PS&E phase:

- The original contract assumed monthly progress meetings over 18 months (total 18 meetings/calls) for Mark Thomas staff. Through June 30th and as reported in our monthly progress reports, Mark Thomas has participated in more than 18 meetings/calls that included monthly progress meetings/calls, coordination with State Parks, coordination with utility companies, coordination on the environmental document and a comment resolution workshop. With the monthly progress calls expected to continue for another six months when the bid package is anticipated to be ready for advertisement, additional budget is requested for six additional monthly meetings/calls.
- The original contract was based on refreshing the 95% design by Dokken for the Scott Road Realignment project that was originally included as part of the Segment D3 project design for White Rock Road. The 95% design by Dokken had a profile resulting in cut/fill limits extending outside the available right-of-way acquired by the City of Folsom for the project. A “T” intersection was also the intersection treatment where the extension of Scott Road south of White Rock Road intersected with the SVRA Gate 4 access road. During the preliminary engineering phase, alternative intersection treatment concepts were evaluated with a roundabout selected as the preferred concept. The redesign associated with a roundabout as well as refreshing the Dokken design that was found to be more in line with a 35% design, not 95% design, has required more design effort than was originally scoped by Mark Thomas. The original scope assumed 95% and Final PS&E





submittals and then preparation of the final bid package incorporating any final environmental permit conditions. An additional 100% PS&E submittal was added that requires more design effort as well.

- The original contract assumed the Connector JPA will obtain all necessary right of way prior to the start of construction. Coordination with SMUD and PG&E where their electrical transmission lines cross the route for the Scott Road alignment will require consent agreements to be developed. Additional budget will be needed by Mark Thomas to provide support to the Connector JPA to coordinate with SMUD and PG&E and process the consent agreements.

LSA has encountered the following out-of-scope work as part of the Environmental Analysis:

- Drafting and revising a Project Description for the CEQA documents including responses to legal comments.
- Extensive discussions of the CEQA Addendum Template with JPA Staff.
- Additional anticipated PDT meetings beyond the 12 meetings currently scoped.
- Additional meetings to discuss Biological Studies and Biological mitigation impacts for the SSHCP.

LSA is requesting budget allocations between their optional tasks to offset their additional out-of-scope work and new task for environmental monitoring. The terms and requirements stated on the original contract remain in full force and effort. The table below summarizes the tasks and respective budgets/reallocations:

| Phase | Task | Description of Work | Previous Budget | Reallocation | New Budget Request | Current Budget |
|-------|------|--|-----------------|--------------|--------------------|----------------|
| 100 | 002 | Kick-Off Meeting | \$1,076.00 | -\$448.00 | \$0.00 | \$628.00 |
| 100 | 003 | Progress Meetings | \$6,456.00 | \$448.00 | \$0.00 | \$6,904.00 |
| 300 | 001 | Administrative Draft MND Amendment | \$762.00 | -\$134.00 | \$0.00 | \$628.00 |
| 300 | 002 | Screencheck Draft MND Amendment | \$762.00 | \$67.00 | \$0.00 | \$829.00 |
| 300 | 003 | Final MND Amendment | \$762.00 | \$67.00 | \$0.00 | \$829.00 |
| 500 | 001 | Preliminary Plans | \$27,844.00 | -\$12.00 | \$0.00 | \$27,832.00 |
| 500 | 002 | 95% Plans | \$52,728.00 | -\$6.50 | \$0.00 | \$52,721.50 |
| 500 | 003 | 95% Specifications | \$2,976.00 | -\$13.50 | \$0.00 | \$2,962.50 |
| 500 | 004 | 95% Cost Estimates | \$4,872.00 | -\$168.00 | \$0.00 | \$4,704.00 |
| 500 | 005 | Final Plans | \$32,184.00 | \$200.00 | \$0.00 | \$32,384.00 |
| 500 | 009 | Update Final PS&E | \$0.00 | \$0.00 | \$39,484.00 | \$39,484.00 |
| 700 | 001 | Construction Administration / Management | \$0.00 | \$0.00 | \$15,612.00 | \$15,612.00 |
| 700 | 002 | Bid Phase Support | \$0.00 | \$0.00 | \$4,356.00 | \$4,356.00 |
| 700 | 003 | Construction Phase Support | \$0.00 | \$0.00 | \$16,336.00 | \$16,336.00 |





| Phase | Task | Description of Work | Previous Budget | Reallocation | New Budget Request | Current Budget |
|-------|------|---|---------------------|---------------|---------------------|---------------------|
| 700 | 004 | As-Built Plans | \$0.00 | \$0.00 | \$5,632.00 | \$5,632.00 |
| 700 | 005 | Pre-Construction Monitoring | \$0.00 | \$0.00 | \$224.00 | \$224.00 |
| 700 | 006 | Construction Monitoring | \$0.00 | \$0.00 | \$224.00 | \$224.00 |
| 780 | 108 | LSA: Final MND Amendment | \$3,453.00 | \$5,221.58 | \$0.00 | \$8,674.58 |
| 780 | 112 | LSA: Environmental Monitoring | \$0.00 | \$6,548.42 | \$5,450.60 | \$11,999.02 |
| 780 | 200 | Y&C: 95% Plans | \$11,500.00 | \$0.00 | \$3,500.00 | \$15,000.00 |
| 780 | 201 | Y&C: Final Plans | \$3,500.00 | \$0.00 | \$1,500.00 | \$5,000.00 |
| 780 | 202 | Y&C: Bid Phase Support | \$0.00 | \$0.00 | \$210.00 | \$210.00 |
| 780 | 203 | Y&C: Construction Phase Support | \$0.00 | \$0.00 | \$790.00 | \$790.00 |
| 780 | 301 | SG: Bid Phase Support | \$0.00 | \$0.00 | \$500.00 | \$500.00 |
| 780 | 302 | SG: Construction Phase Support | \$0.00 | \$0.00 | \$3,500.00 | \$3,500.00 |
| 800 | 100 | LSA: Air Quality/Greenhouse (Optional Task) | \$5,071.00 | -\$5,071.00 | \$0.00 | \$0.00 |
| 800 | 101 | LSA: Noise (Optional Task) | \$6,699.00 | -\$6,699.00 | \$0.00 | \$0.00 |
| 800 | 102 | LSA: Environmental Monitoring (Optional Task) | \$0.00 | \$0.00 | \$7,852.71 | \$7,852.71 |
| | | | \$160,645.00 | \$0.00 | \$105,171.31 | \$265,816.31 |

Should you have any questions, please do not hesitate to contact me (916) 529-1951.

Sincerely,
MARK THOMAS & COMPANY, INC.


David Williams

David Williams
Project Manager

Attachments



COST PROPOSAL FOR PROJECT SCOPE: Connector JPA-Scott Road Realignment (AM #2)

|  | | | | | | | | | | | | | Subconsultants | | | TOTAL COST | | |
|---|----------------------------------|------------------------------|-------------------------------|-----------------------------|---------------------------|-------------------------|---------------------------|--------------------------------|---------------------------------|----------------------------------|-------------|-----------------|-----------------|----------------|----------------|------------|------------------|-----------------------------------|
| | Sr. Engineering Manager \$314 | Sr. Project Manager \$224 | Sr. Project Engineer \$158 | Design Engineer II \$120 | Design Engineer I \$98 | Survey Manager \$176 | Project Surveyor \$146 | Sr. Survey Technician \$109 | Sr. Project Accountant \$127 | Sr. Project Coordinator \$116 | Total Hours | Total MT Cost | LSA Associates | Y&C | Sierra Geotech | | | |
| 3.0 ENVIRONMENTAL ANALYSIS (CEQA) | | | | | | | | | | | | | | | | | | |
| 3.2.3 Final MND Amendment | | | | | | | | | | | 0 | \$0 | 5,222 | - | - | | \$5,222 | |
| Subtotal Phase 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | \$5,222 | \$0 | \$0 | | \$5,222 | |
| 5.0 PROJECT DESIGN & PREPARATION OF PLANS, SPECIFICATIONS & COST ESTIMATE (PS&E) | | | | | | | | | | | | | | | | | | |
| 5.4.1 95% Plans | | | | | | | | | | | 0 | \$0 | - | 3,500 | - | | \$3,500 | |
| 5.5.1 Final Plans | | | | | | | | | | | 0 | \$0 | - | 1,500 | - | | \$1,500 | |
| 5.5.4 Update Final PS&E | 8 | 8 | 120 | 16 | 120 | 2 | 12 | 4 | | | 290 | \$39,484 | - | - | - | | \$39,484 | |
| Subtotal Phase 5 | 8 | 8 | 120 | 16 | 120 | 2 | 12 | 4 | 0 | 0 | 290 | \$39,484 | \$0 | \$5,000 | \$0 | | \$44,484 | |
| 7.0 ENGINEERING SUPPORT DURING BID & CONSTRUCTION PHASES | | | | | | | | | | | | | | | | | | |
| 7.1 Construction Administration/Management | 36 | | | | | | | | 12 | 24 | 72 | \$15,612 | 1,816 | | | | \$17,428 | |
| 7.2 Bid Phase Support | 2 | 4 | 8 | | 16 | | | | | | 30 | \$4,356 | - | 210 | 500 | | \$5,066 | |
| 7.3 Construction Phase Support | 8 | 16 | 40 | | 40 | | | | | | 104 | \$16,336 | - | 790 | 3,500 | | \$20,626 | |
| 7.4 As-Built Plans | | 2 | 8 | | 40 | | | | | | 50 | \$5,632 | - | - | - | | \$5,632 | |
| 7.5 Pre-Construction Monitoring | | 1 | | | | | | | | | 1 | \$224 | 6,349 | - | - | | \$6,573 | |
| 7.6 Construction Monitoring | | 1 | | | | | | | | | 1 | \$224 | 3,614 | - | - | | \$3,838 | |
| Subtotal Phase 7 | 46 | 24 | 56 | 0 | 96 | 0 | 0 | 0 | 12 | 24 | 258 | \$42,384 | \$11,778 | \$1,000 | \$4,000 | | \$59,162 | |
| TOTAL HOURS | 54 | 32 | 176 | 16 | 216 | 2 | 12 | 4 | 12 | 24 | 548 | | | | | | | |
| OTHER DIRECT COSTS | | | | | | | | | | | | \$0 | \$221 | \$0 | \$0 | | \$221 | |
| TOTAL COST | \$16,956 | \$7,168 | \$27,808 | \$1,920 | \$21,168 | \$352 | \$1,752 | \$436 | \$1,524 | \$2,784 | | \$81,868 | \$17,221 | \$6,000 | \$4,000 | | \$109,089 | |
| OPTIONAL TASKS | | | | | | | | | | | | | | | | | | |
| 0.1 Temporary Impact Restoration Plan | | | | | | | | | | | 0 | \$0 | 5,974 | | - | | \$5,974 | |
| 0.2 Nesting Bird Monitoring Services | | | | | | | | | | | 0 | \$0 | 995 | | - | | \$995 | |
| 0.3 MMP Environmental Commitment Reporting | | | | | | | | | | | 0 | \$0 | 884 | | - | | \$884 | |
| Subtotal Optional Tasks | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | \$7,853 | \$0 | \$0 | | \$7,853 | |
| TOTAL HOURS - OPTIONAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | |
| TOTAL COST - OPTIONAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$7,853 | \$0 | \$0 | | \$7,853 | |
| COMBINED TOTAL | \$16,956 | \$7,168 | \$27,808 | \$1,920 | \$21,168 | \$352 | \$1,752 | \$436 | \$1,524 | \$2,784 | | \$81,868 | \$25,073 | \$6,000 | \$4,000 | | \$116,941 | |
| | | | | | | | | | | | | | | | | | | LSA OPTIONAL BUDGET TO REALLOCATE |
| | | | | | | | | | | | | | | | | | | \$11,770 |
| | | | | | | | | | | | | | | | | | | NEW BUDGET REQUEST |
| | | | | | | | | | | | | | | | | | | \$105,171 |



Derek Minnema
 Capital SE Conn JPA
 10640 Mather Blvd., Suite 120
 Mather, CA 95655

SUMMARY

08/17/21
 File No. **SA-20153**

Re: Scott Road Realignment

Invoice No.
 Contract Exp **03/01/22**

Engineering Services:


| | |
|------------------------------|----------------|
| Original | 362,021 |
| Amendment #2 | 105,171 |
| Total Contract Amount | 467,192 |

| PHASE NO. | TASK NO. | PHASE/TASK DESCRIPTION | ORIGINAL BUDGET | AM #1 2/19/21 REALLOCATION | AM #2 8/11/21 REALLOCATION | REALLOCATED BUDGET | PREVIOUSLY BILLED | BILLED THIS PERIOD | COSTS TO DATE | BALANCE REMAINING | BILLED BUDGET |
|---|----------|--|-------------------|----------------------------------|----------------------------------|--------------------|-------------------|--------------------|-------------------|-------------------|---------------|
| 100 PROJECT MANAGEMENT | | | | | | | | | | | |
| | 001 | Project Administration | 10,292.00 | | | 10,292.00 | 6,395.75 | 1,256.00 | 7,651.75 | 2,640.25 | 74% |
| | 002 | Kick-Off Meeting | 1,076.00 | | -448.00 | 628.00 | 628.00 | 0.00 | 628.00 | 0.00 | 100% |
| | 003 | Progress Meetings | 6,456.00 | | 448.00 | 6,904.00 | 6,444.00 | 0.00 | 6,444.00 | 460.00 | 93% |
| | 004 | Project Schedule | 1,256.00 | | | 1,256.00 | 785.00 | 0.00 | 785.00 | 471.00 | 63% |
| | 005 | Monthly Invoice & Status Reports | 5,366.00 | | | 5,366.00 | 3,779.75 | 240.25 | 4,020.00 | 1,346.00 | 75% |
| | 006 | Quality Control | 6,948.00 | | | 6,948.00 | 4,480.00 | 1,896.00 | 6,376.00 | 572.00 | 92% |
| | 099 | MT REIMBURSABLES | 11,600.00 | | 0.00 | 11,600.00 | 9,745.35 | 22.40 | 9,767.75 | 1,832.25 | 84% |
| SUBTOTAL PHASE 100 | | | 42,994.00 | 0.00 | 0.00 | 42,994.00 | 32,257.85 | 3,414.65 | 35,672.50 | 7,321.50 | 83% |
| 200 DATA COLLECTION | | | | | | | | | | | |
| | 001 | Data Gathering/Field Review | 2,496.00 | | | 2,496.00 | 2,477.50 | 0.00 | 2,477.50 | 18.50 | 99% |
| | 002 | Utility Coordination | 2,648.00 | | | 2,648.00 | 2,619.00 | 0.00 | 2,619.00 | 29.00 | 99% |
| | 003 | Utility Potholing | 512.00 | | | 512.00 | 448.00 | 0.00 | 448.00 | 64.00 | 88% |
| | 004 | Utility Conflict Evaluation | 1,864.00 | | | 1,864.00 | 1,848.50 | 0.00 | 1,848.50 | 15.50 | 99% |
| | 005 | Supplemental Field Survey | 12,596.00 | | | 12,596.00 | 12,564.50 | 0.00 | 12,564.50 | 31.50 | 100% |
| | 006 | Right of Way Engineering | | 2,088.00 | | 2,088.00 | 2,078.50 | 0.00 | 2,078.50 | 9.50 | 100% |
| SUBTOTAL PHASE 200 | | | 20,116.00 | 2,088.00 | 0.00 | 22,204.00 | 22,036.00 | 0.00 | 22,036.00 | 168.00 | 99% |
| 300 ENVIRONMENTAL ANALYSIS (CEQA) | | | | | | | | | | | |
| | 001 | Administrative Draft MND Amendment | 762.00 | | -134.00 | 628.00 | 628.00 | 0.00 | 628.00 | 0.00 | 100% |
| | 002 | Screencheck Draft MND Amendment | 762.00 | | 67.00 | 829.00 | 0.00 | 746.50 | 746.50 | 82.50 | 90% |
| | 003 | Final MND Admendment | 762.00 | | 67.00 | 829.00 | 0.00 | 750.50 | 750.50 | 78.50 | 91% |
| SUBTOTAL PHASE 300 | | | 2,286.00 | 0.00 | 0.00 | 2,286.00 | 628.00 | 1,497.00 | 2,125.00 | 161.00 | 93% |
| 400 ENVIRONMENTAL PERMITTING | | | | | | | | | | | |
| | 001 | SSHCP Programmatic Regional Permit #17 (Clean Water Act. Section 404) | 1,076.00 | | | 1,076.00 | 0.00 | 1,066.50 | 1,066.50 | 9.50 | 99% |
| | 002 | Water Quality Certification (Clean Water Act. Section 401) | 1,076.00 | | | 1,076.00 | 0.00 | 1,046.00 | 1,046.00 | 30.00 | 97% |
| SUBTOTAL PHASE 400 | | | 2,152.00 | 0.00 | 0.00 | 2,152.00 | 0.00 | 2,112.50 | 2,112.50 | 39.50 | 98% |
| 500 PROJECT DESIGN & PREPARATION OF PLANS, SPECIFICATIONS & COST ESTIMATE (PS&E) | | | | | | | | | | | |
| | 001 | Preliminary Plans | 27,844.00 | | -12.00 | 27,832.00 | 27,832.00 | 0.00 | 27,832.00 | 0.00 | 100% |
| | 002 | 95% Plans | 56,228.00 | -3,500.00 | -6.50 | 52,721.50 | 52,721.50 | 0.00 | 52,721.50 | 0.00 | 100% |
| | 003 | 95% Specifications | 2,976.00 | | -13.50 | 2,962.50 | 2,962.50 | 0.00 | 2,962.50 | 0.00 | 100% |
| | 004 | 95% Cost Estimate | 4,872.00 | | -168.00 | 4,704.00 | 4,704.00 | 0.00 | 4,704.00 | 0.00 | 100% |
| | 005 | Finals Plans | 33,684.00 | -1,500.00 | 200.00 | 32,384.00 | 27,860.00 | 4,312.00 | 32,172.00 | 212.00 | 99% |
| | 006 | Final Specifications | 1,712.00 | | | 1,712.00 | 316.00 | 1,264.00 | 1,580.00 | 132.00 | 92% |
| | 007 | Final Cost Estimate | 3,608.00 | -2,088.00 | | 1,520.00 | 0.00 | 784.00 | 784.00 | 736.00 | 52% |
| | 008 | Bid Package | 4,588.00 | | | 4,588.00 | 0.00 | 0.00 | 0.00 | 4,588.00 | 0% |
| | 009 | Update Final PS&E | | | 44,484.00 | 44,484.00 | 0.00 | 0.00 | 0.00 | 44,484.00 | 0% |
| SUBTOTAL PHASE 500 | | | 135,512.00 | -7,088.00 | 44,484.00 | 172,908.00 | 116,396.00 | 6,360.00 | 122,756.00 | 50,152.00 | 71% |
| 600 FUNDING ASSISTANCE | | | | | | | | | | | |
| | 001 | Funding Assistance | 11,640.00 | | | 11,640.00 | 10,244.00 | 0.00 | 10,244.00 | 1,396.00 | 88% |
| SUBTOTAL PHASE 600 | | | 11,640.00 | 0.00 | 0.00 | 11,640.00 | 10,244.00 | 0.00 | 10,244.00 | 1,396.00 | 88% |
| 700 ENGINEERING SUPPORT DURING BID & CONSTRUCTION PHASES | | | | | | | | | | | |
| | 001 | Construction Administration/Management | | | | 15,612.00 | 15,612.00 | 0.00 | 0.00 | 15,612.00 | 0% |
| | 002 | Bid Phase Support | | | | 4,356.00 | 4,356.00 | 0.00 | 0.00 | 4,356.00 | 0% |
| | 003 | Construction Phase Support | | | | 16,336.00 | 16,336.00 | 0.00 | 0.00 | 16,336.00 | 0% |
| | 004 | As-Built Plans | | | | 5,632.00 | 5,632.00 | 0.00 | 0.00 | 5,632.00 | 0% |
| | 005 | Pre-Construction Monitoring | | | | 224.00 | 224.00 | 0.00 | 0.00 | 224.00 | 0% |
| | 006 | Construction Monitoring | | | | 224.00 | 224.00 | 0.00 | 0.00 | 224.00 | 0% |



| PHASE NO. | TASK NO. | PHASE/TASK DESCRIPTION | ORIGINAL BUDGET | 2/19/21 REALLOCATION | 8/11/21 REALLOCATION | REALLOCATED BUDGET | PREVIOUSLY BILLED | BILLED THIS PERIOD | COSTS TO DATE | BALANCE REMAINING | BILLED BUDGET |
|-----------------------------|--|--|-------------------|----------------------|----------------------|--------------------|-------------------|--------------------|-------------------|-------------------|---------------|
| SUBTOTAL PHASE 700 | | | 0.00 | 0.00 | 42,384.00 | 42,384.00 | 0.00 | 0.00 | 0.00 | 42,384.00 | 0% |
| 780 | SUBCONSULTANTS | | | | | | | | | | |
| | 100 | LSA: PROJECT ADMINISTRATION | 4,827.00 | | | 4,827.00 | 4,693.83 | 0.00 | 4,693.83 | 133.17 | 97% |
| | 101 | LSA: KICK-OFF MEETING | 165.00 | | | 165.00 | 156.54 | 0.00 | 156.54 | 8.46 | 95% |
| | 102 | LSA: PROGRESS MEETINGS | 1,814.00 | | | 1,814.00 | 1,721.94 | 0.00 | 1,721.94 | 92.06 | 95% |
| | 103 | LSA: MONTHLY INVOICE & STATUS REPORTS | 2,707.00 | | | 2,707.00 | 2,582.91 | 55.85 | 2,638.76 | 68.24 | 97% |
| | 104 | LSA: BIOLOGICAL RESOURCES | 56,290.00 | | | 56,290.00 | 56,159.65 | 127.89 | 56,287.54 | 2.46 | 100% |
| | 105 | LSA: CULTURAL RESOURCES | 13,850.00 | | | 13,850.00 | 13,713.16 | 0.00 | 13,713.16 | 136.84 | 99% |
| | 106 | LSA: ADMINISTRATIVE DRAFT MND AMENDMENT | 10,049.00 | | | 10,049.00 | 10,026.95 | 0.00 | 10,026.95 | 22.05 | 100% |
| | 107 | LSA: SCREENCHECK DRAFT MND AMENDMENT | 5,482.00 | | | 5,482.00 | 5,253.96 | 132.70 | 5,386.66 | 95.34 | 98% |
| | 108 | LSA: FINAL MND AMENDMENT | 3,453.00 | | 5,221.58 | 8,674.58 | 1,614.57 | 1,565.40 | 3,179.97 | 5,494.61 | 37% |
| | 109 | LSA: MITIGATION MONITORING & REPORTING PROGRAM | 1,328.00 | | | 1,328.00 | 1,302.83 | 0.00 | 1,302.83 | 25.17 | 98% |
| | 110 | LSA: SSHCP PROGRAMMATIC REGIONAL PERMIT #17 (CLEAN WATER ACT, SECTION 404) | 10,110.00 | | | 10,110.00 | 2,911.88 | 5,842.31 | 8,754.19 | 1,355.81 | 87% |
| | 111 | LSA: WATER QUALITY CERTIFICATION (CLEAN WATER ACT, SECTION 401) | 8,042.00 | | | 8,042.00 | 0.00 | 4,220.37 | 4,220.37 | 3,821.63 | 52% |
| | 112 | LSA: ENVIRONMENTAL MONITORING | | | 11,999.02 | 11,999.02 | 0.00 | 0.00 | 0.00 | 11,999.02 | 0% |
| | 199 | LSA: REIMBURSABLES | 2,234.00 | | | 2,234.00 | 739.68 | 0.00 | 739.68 | 1,494.32 | 33% |
| | 200 | Y&C: 95% PLANS | 8,000.00 | 3,500.00 | | 11,500.00 | 11,457.50 | 0.00 | 11,457.50 | 42.50 | 100% |
| | 201 | Y&C: FINAL PLANS | 2,000.00 | 1,500.00 | | 3,500.00 | 0.00 | 1,940.00 | 1,940.00 | 1,560.00 | 55% |
| | 202 | Y&C: BID PHASE SUPPORT | | | 210.00 | 210.00 | 0.00 | 0.00 | 0.00 | 210.00 | 0% |
| | 203 | Y&C: CONSTRUCTION PHASE SUPPORT | | | 790.00 | 790.00 | 0.00 | 0.00 | 0.00 | 790.00 | 0% |
| | 300 | SG: PAVEMENT OPTIMIZATION & ENGINEERING SERVICES | 5,200.00 | | | 5,200.00 | 5,146.68 | 0.00 | 5,146.68 | 53.32 | 99% |
| | 301 | SG: BID PHASE SUPPORT | | | 500.00 | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 | 0% |
| | 302 | SG: CONSTRUCTION PHASE SUPPORT | | | 3,500.00 | 3,500.00 | 0.00 | 0.00 | 0.00 | 3,500.00 | 0% |
| SUBTOTAL PHASE 780 | | | 135,551.00 | 5,000.00 | 22,220.60 | 162,771.60 | 117,482.08 | 13,884.52 | 131,366.60 | 31,405.00 | 81% |
| 800 | OPTIONAL TASKS (CLIENT APPROVAL REQUIRED) | | | | | | | | | | |
| | 100 | LSA: AIR QUALITY/GREENHOUSE GAS | 5,071.00 | | -5,071.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% |
| | 101 | LSA: NOISE | 6,699.00 | | -6,699.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% |
| | 102 | LSA: ENVIRONMENTAL MONITORING | | | 7,852.71 | 7,852.71 | 0.00 | 0.00 | 0.00 | 7,852.71 | 0% |
| SUBTOTAL PHASE 800 | | | 11,770.00 | 0.00 | -3,917.29 | 7,852.71 | 0.00 | 0.00 | 0.00 | 7,852.71 | 0% |
| GRAND TOTAL SERVICES | | | 362,021.00 | 0.00 | 105,171.31 | 467,192.31 | 299,043.93 | 27,268.67 | 326,312.60 | 140,879.71 | 70% |

| | | | | | | |
|---|--|--|--|--|------------------------|-----------------------|
| MKT2009.P | | LSA | | | | |
| Mark Thomas & Company, Inc. | | | | | | |
| Capital SE JPA Scott Road Realignment - Augment | | | | | | |
| LSA | | | | | | |
| 8/11/2021 | | Project Manager (Edward Heming) | Biology Principal/PIC (Jeff Bray) | Senior Biologist (Mike Trueblood) | Total LSA Hours | Total LSA Fees |
| Hourly Rate (\$/ hour) | | \$47.21 | \$67.38 | \$38.57 | | |
| ICR: Overhead Rate | | 201.43% | | | | |
| Profit | | 10.00% | | | | |
| Multiplier | | 3.3157 | | | | |
| % in Year | | Escalation | | | | |
| | | 5% | | | | |
| 100% | Year 1 | \$156.54 | \$223.41 | \$127.89 | | |
| 100% | Weighted Average | \$156.54 | \$223.41 | \$127.89 | | |
| Phase 01 | | | | | | |
| 1.1 | Project Description | 16.00 | | | 16.00 | \$2,504.57 |
| 1.2 | CEQA Addendum Template Coordination | 4.00 | | | 4.00 | \$626.14 |
| 1.3 | Anticipated Additional PDT Meetings | 4.00 | | | 4.00 | \$626.14 |
| 1.4 | Additional BRE and Mitigation Meetings | 4.00 | 1.75 | 3.50 | 9.25 | \$1,464.72 |
| Phase 01 Subtotal | | 28.00 | 1.75 | 3.50 | 33.25 | \$5,221.58 |
| Subtotal Labor: | | 28.00 | 1.75 | 3.50 | 33.25 | \$5,221.58 |
| Subtotal Reimbursable Expenses | | | | | | \$0.00 |
| Total | | | | | | \$5,221.58 |

| MKT2009 | | LSA | | | | | | | | | | Total LSA Hours | Total LSA Fees |
|--|---|---------------------------|----------------------|--|----------------------------------|---|-----------------|-----------------------------|--------------------------------------|--------------------------------|---------------|--------------------|----------------|
| Mark Thomas & Company, Inc. Scott Road Extension PreConstruction & Construction Monitoring  | | Project Manager Heming | Associate Nurmela | Senior Technical Specialist Trueblood | Technical Specialist Van Zuuk | Assistant Technical Specialist Carpenter | GIS Van Zuuk | Office Assistant Wintsch | Project Assistant (Billie) Putten | Word Processor/Admin Powers | | | |
| 8/17/2021 | | Hourly Rate (\$/ hour) | \$47.21 | \$44.31 | \$38.57 | \$30.12 | \$30.02 | \$30.12 | \$35.40 | \$24.04 | \$28.60 | | |
| ICR: Overhead Rate | | 201.43% | | | | | | | | | | | |
| Profit | | 10.00% | | | | | | | | | | | |
| Multiplier | | 3.3157 | | | | | | | | | | | |
| % in Year | | Escalation | | | | | | | | | | | |
| | | 5% | | | | | | | | | | | |
| 100% | Year 1 | \$156.54 | \$146.92 | \$127.89 | \$99.87 | \$99.54 | \$99.87 | \$117.38 | \$79.71 | \$94.83 | | | |
| 100% | Weighted Average | \$156.54 | \$146.92 | \$127.89 | \$99.87 | \$99.54 | \$99.87 | \$117.38 | \$79.71 | \$94.83 | | | |
| Phase 01 Preconstruction Surveys | | | | | | | | | | | | | |
| 1.1 | Focused Rare Plant Survey | | | | 10.00 | | | | | | 10.00 | \$998.70 | |
| 1.2 | Rare Plant Survey Results Memo | 0.50 | | 0.50 | 4.00 | | 2.00 | | | | 0.50 | \$788.85 | |
| 1.3 | Focused Burrowing Owl Survey x2 | | | | | 20.00 | | | | | | \$1,990.76 | |
| 1.4 | Burrowing Owl Survey Results Memo | 0.50 | | 0.50 | | 4.00 | 2.00 | | | | 0.50 | \$787.52 | |
| 1.5 | Focused Nesting Bird Survey | | | | | 10.00 | | | | | | \$995.38 | |
| 1.6 | Nesting Bird Survey Results Memo | 0.50 | | 0.50 | | 4.00 | 2.00 | | | | 0.50 | \$787.52 | |
| Phase 01 Preconstruction Surveys Subtotal | | 1.50 | 0.00 | 1.50 | 14.00 | 38.00 | 6.00 | 0.00 | 0.00 | 0.00 | 1.50 | \$6,348.73 | |
| Phase 02 Optional Preconstruction - Restoration Plan | | | | | | | | | | | | | |
| 2.1 | Prepare Restoration Plan | 0.50 | | | 32.00 | | 4.00 | | | | | \$3,673.58 | |
| 2.2 | Internal QA/QC | 0.50 | 4.00 | | 4.00 | | | | | 1.00 | 9.50 | \$1,160.26 | |
| 2.3 | County and RWQCB QA/QC | | 3.00 | | 7.00 | | | | | | | \$1,139.85 | |
| Phase 02 Optional Preconstruction - Restoration Plan Subtotal | | 1.00 | 7.00 | 0.00 | 43.00 | 0.00 | 4.00 | 0.00 | 0.00 | 0.00 | 1.00 | \$5,973.69 | |
| Phase 03 Construction Monitoring - WEAT | | | | | | | | | | | | | |
| 3.1 | Prepare WEAT | 0.50 | | 2.00 | | 24.00 | | | | | 1.00 | \$2,817.79 | |
| 3.2 | WEAT Presentation | | | | | 8.00 | | | | | | \$796.31 | |
| Phase 03 Construction Monitoring - WEAT Subtotal | | 0.50 | 0.00 | 2.00 | 0.00 | 32.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.00 | \$3,614.10 | |
| Phase 04 Optional CM - Nest Bird Monitoring | | | | | | | | | | | | | |
| 4.1 | Nesting Bird Monitoring (Per Visit) | | | | | 10.00 | | | | | | \$995.38 | |
| 4.2 | Mitigation Monitoring Plan Environmental Commitment Reporting | 1.00 | | 1.00 | 6.00 | | | | | | | \$883.64 | |
| Phase 04 Optional CM - Nest Bird Monitoring Subtotal | | 1.00 | 0.00 | 1.00 | 6.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | \$1,879.02 | |
| Phase 05 PM | | | | | | | | | | | | | |
| 5.1 | Project Management | 6.00 | | 6.00 | | | | 0.25 | 1.00 | | | \$1,815.59 | |
| Phase 05 PM Subtotal | | 6.00 | 0.00 | 6.00 | 0.00 | 0.00 | 0.00 | 0.25 | 1.00 | 0.00 | 13.25 | \$1,815.59 | |
| Subtotal Labor: | | 10.00 | 7.00 | 10.50 | 63.00 | 80.00 | 10.00 | 0.25 | 1.00 | 3.50 | 185.25 | \$19,631.13 | |
| Reimbursable Expenses | | | | | | | | | | | | | |
| Reproduction | | | | | | | | | | | | \$19.00 | |
| Mileage | | | | | | | | | | | | \$201.60 | |
| Subtotal Reimbursable Expenses | | | | | | | | | | | | \$220.60 | |
| | | | | | | | | | | | Total | \$19,851.73 | |



ITEM 16 f

RESOLUTION 2021-24

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF ELK GROVE RELATED TO AN EXCHANGE OF FUNDING FOR CONNECTOR SEGMENT D3 – SCOTT ROAD REALIGNMENT

WHEREAS, On April 15, 2021 Sacramento Area Council of Governments (“SACOG”) awarded \$3,459,000 to the Capital SouthEast Connector Joint Powers Authority (“Connector JPA”) through the 2021 Flexible Funding Round: Maintenance & Modernization category for construction of Connector Segment D3 – Scott Road Realignment (“Project”); and

WHEREAS, the Connector JPA’s grant application committed to constructing the Project in 2022; and

WHEREAS, SACOG confirmed Grant funding will not be available for allocation in fiscal year 2022; and

WHEREAS, The City of Elk Grove (“City”) and the Connector JPA desire to exchange local City funding for the Connector JPA’s grant funding to program to the City’s Kammerer Road Extension project.

NOW, THEREFORE, the Board of Directors of the Capital SouthEast Connector Joint Powers Authority hereby authorizes the Executive Director to execute a Memorandum of Understanding, in substantially the form attached hereto, with the City of Elk Grove related to an exchange of funding for the Project.

This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED this 27th day of August, 2021, on a motion by Director _____, seconded by Director _____, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Chairperson

ATTEST:

Secretary

**Memorandum of Understanding Between the
Connector JPA and the City of Elk Grove
Related to the Exchange of Funding**

This Memorandum of Understanding (“MOU”) is made and entered into this ___ day of _____, 2021, by and between the CAPITAL SOUTHEAST CONNECTOR JPA, a joint powers authority (“JPA”), and the CITY OF ELK GROVE, a municipal corporation (“City”). The parties to this Amendment may sometimes be collectively referred to herein as the “Parties” and individually as a “Party.”

RECITALS

- A. **WHEREAS**, on April 1, 2021, the Sacramento Area Council of Governments (“SACOG”) awarded 2021 Regional and Community Design funds. SACOG awarded the JPA and its Scott Road Realignment Project \$3,459,000.00 in state or federal funding; and
- B. **WHEREAS**, the funds awarded by SACOG are programmed to become available for use as early as _____ and the JPA desires to complete the Scott Road Realignment Project (the “Project”) sooner to address public concerns and maximize economic efficiencies that may be available due to active construction in the vicinity of the Project, including construction on White Rock Road; and
- C. **WHEREAS**, the City has expressed a desire to help facilitate the Project by providing available local funds in exchange for receipt of the JPA’s grant funds.

NOW, THEREFORE, based on the Recitals set forth above, and the Parties’ desire to undertake efforts in a cooperative manner, the JPA and City agree as follows:

1. The above recitals are hereby incorporated into this Amendment.
2. Exchange of Funds.
 - A. JPA Obligations. The JPA shall transfer to the City all of the JPA’s rights, title and interest to Three Million Four Hundred Fifty-Nine Thousand Dollars (\$3,459,000) in grant funds (“Grant Funds”) programmed and awarded to the JPA by SACOG. The JPA further agrees to execute all documents necessary to accomplish and effectuate the transfer of Grant Funds from the JPA to the City. The provisions of this section shall survive the termination of this MOU except in the case of termination pursuant to Section 2.C.
 - B. City Obligations. Within thirty (30) days of execution of this MOU and SACOG’s written agreement to process the administrative MTIP amendment, the City shall transfer to the JPA Three Million Four Hundred Fifty-Nine Thousand Dollars (\$3,459,000) in local funds. The provisions of this section shall survive the termination of this MOU.

- C. Exchange Approval. The JPA will initiate and support the effort to obtain SACOG approval of an administrative MTIP amendment to transfer the SACOG Grant Funds to the City for City Project(s). If SACOG does not approve the transfer, or any other necessary approvals cannot be obtained, this MOU will be terminated, the Three Million Four Hundred Fifty-Nine Thousand Dollars (\$3,459,000) in local funds shall be returned to the City, and the parties will have no responsibility to perform their obligations under this MOU, as set forth below.
3. No Additional Funding. Except as otherwise provided in this MOU, neither party shall be responsible for contributing any additional funds.
4. Term. This MOU shall terminate on _____, 2021.
5. Other Provisions.
- A. This MOU may be executed in counterparts, which together shall constitute on and the same instrument.
 - B. This MOU is entered into exclusively for the benefit of the Parties. Nothing contained herein is intended, nor shall this MOU be construed, as an agreement to benefit any third parties, and nothing contained in this MOU shall give or allow any claim or right of action whatsoever by any third party.
 - C. City and JPA are responsible for their own acts and omissions. Each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party, its governing body, officers, employees, and agents, from and against any and all actions, claims, demands, losses, damages, liabilities, costs, and expenses, including reasonable attorney's fees and costs, resulting from the Indemnifying Party's negligent acts or omissions or willful misconduct. The provisions of this section will survive the termination of this MOU.
 - D. Time is of essence of this MOU.
 - E. The terms and conditions of this MOU, which are contractual in nature and not mere recitals, shall be interpreted under the laws of the State of California. Should any judicial proceeding be brought relating to this MOU, venue shall lie exclusively in a court of competent jurisdiction located in Sacramento County.
 - F. The Parties declare and represent that no promise, inducement or other agreement has been made conferring any benefit upon any party except those contained herein. The Parties further declare and represent that the MOU contains the entire agreement of the Parties pertaining to the subject matter thereof, and that this MOU supersedes any prior or contemporaneous negotiations, representations, agreements, and understandings of the Parties with respect to such matter,

whether written or oral. Parol evidence shall be inadmissible to show agreement by and between the Parties to any term or condition contrary to or in addition to the terms and conditions contained in this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU effective as of the date first written above.

CAPITAL SOUTHEAST CONNECTOR JPA

Derek Minnema, Executive Director

Approved as to Form:

Sloan Sakai Yeung & Wong LLP
Legal Counsel to JPA

CITY OF ELK GROVE

Jason Berhmann, City Manager

Approved as to Form:

Jonathan P. Hobbs
City Attorney

ATTEST

Jason Lindgren
City Clerk