2025

BOARD MEETING

FEBRUARY 28

CAPITAL | SOUTHEAST
CONNECTOR JPA
Connecting Communities

CAPITAL | SOUTHEAST
CONNECTOR JPA
Connecting Communities

WWW.CONNECTORJPA.NET
10640 Mather Blvd., Suite 120 · Mather, CA 95655
Tel: (916) 876-9094

Regular Meeting of the Capital SouthEast Connector JPA Board of Directors

Date: Friday, February 28, 2025, 8:30 a.m. to 10:30 a.m.

Meeting Location: City of Rancho Cordova City Hall
Council Chambers
2729 Prospect Park Drive,
Rancho Cordova, CA 95670

The Connector JPA welcomes, appreciates, and encourages public participation in the Board Meeting. If you wish to address the Board of Directors during the meeting, please complete a Speaker Card located at the back table and give it to the Secretary before considering the agenda item. The Board Chair will call your name at the appropriate time. Please speak into the microphone when addressing the Board.

The Board requests that you limit your presentation 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 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 Gatewood, Turnboo, Hume, Kozlowski, Robles

2. Pledge of Allegiance

3. Public Comment on Items Not on the Agenda

Individuals may comment on any item of interest to the public within the subject matter jurisdiction of the Board. Each person will be allowed three minutes. After ten minutes of testimony, the Chair may move testimony following the Discussion and Action Items. Please note the California Government Code prohibits the Board 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. Individuals who wish to address a specific item on the agenda should comment during consideration of that item.

4. Election of Board Chair and Vice-Chair for Calendar Year 2025
- Resolution 2025-01

5. Executive Director's Report

Consent Calendar Items

6. Approve Action Minutes of the November 15, 2024, Regular Board Meeting

7. Annual Report of Activities for the South Sacramento Habitat Conservation Plan (Received and File)

8. Notable Media Articles and Community Update Mailer (Receive and File)

9. Quarterly Report of Activities (Receive and File)

10. Update on State and Federal Funding (Receive and File)

11. Budget-to-Actuals Report for the Fiscal Year-to-Date Through December 31, 2024 (Receive and File)

12. Adopt Revisions to the Capital Asset and Expenditures Policy
- Resolution 2025-02

13. Authorize the Executive Director to Execute Agreements for General Counsel Legal Services and Special Counsel Legal Services for the Connector JPA
- Resolution 2025-03

14. Authorize the Executive Director to Execute a Master On-Call Agreement with 4LEAF, Inc. for Managing Mitigation Inspection and Construction Work Performed under the California Uniform Public Construction Cost Accounting Act
- Resolution 2025-04

Discussion and Action Items

15. Update on the Connector Project

16. Announcements or Final Comments from Board Members

ADJOURN

The next meeting of the Capital SouthEast Connector JPA Board will be held on
May 30, 2025
City of Rancho Cordova City Hall, Council Chambers
2729 Prospect Park Drive, Rancho Cordova, CA 95670

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 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 before, the public hearing.

GOVERNMENT CODE 54957.5 et seq.

Public records, including writings relating to an agenda item for an open session of a regular meeting and distributed less than 72 hours before the meeting, are available for public inspection at 10640 Mather Blvd., Suite 120, Mather, CA 95655. The online version of the agenda and associated materials are posted for your convenience at http://www.ConnectorJPA.com. Some documents may not be posted online because of their size 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 before the meeting will enable the Connector JPA to make reasonable arrangements to ensure accessibility to this meeting. If requested, this agenda can be 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 contact the Connector JPA 48 hours before the meeting. The Connector JPA may be reached at 10640 Mather Blvd., Suite 120, Mather, CA 95655, or by telephone at (916) 876-9094.

CAPITAL | SOUTHEAST
CONNECTOR JPA
Connecting Communities

ITEM 4

MEETING DATE: February 28, 2025

TITLE: Election of Board Chair and Vice-Chair for Calendar Year 2025

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Resolution 2025-01, electing Director Gatewood from the City of Rancho Cordova as the Chair and Director Kozlowski from the City of Folsom as the Vice-Chair of the Board for the 2025 calendar year.

BACKGROUND

Section 6.c(1) of the Joint Exercise of Powers Agreement requires the Board to elect a chair annually among its members to preside at meetings.

Article IV.4. of the Authority's Bylaws states the term of office of the Chair and Vice-Chair shall be one year. If no successor is named by the conclusion of any Officer's term, the officer shall continue in the office until a successor is named.

ATTACHMENTS

a. Resolution 2025-01

CAPITAL | SOUTHEAST
CONNECTOR JPA
Connecting Communities

ITEM 4 a

RESOLUTION 2025-01

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
APPROVING THE BOARD CHAIR AND VICE-CHAIR
FOR THE CALENDAR YEAR 2025**

BE IT RESOLVED that the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") hereby elects the director from the City of Rancho Cordova to serve as Chair of the Board and the director from the City of Folsom serve as Vice-Chair of the Board.

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

* * * * *

PASSED AND ADOPTED this 28th day of February 2025, on a motion by Director ___________, seconded by Director____________, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Chairperson

ATTEST:

____
Secretary

CAPITAL | SOUTHEAST
CONNECTOR JPA
Connecting Communities

ITEM 5

MEETING DATE: February 28, 2025

TITLE: Executive Director's Report

PREPARED BY: Derek Minnema

Big Picture: The transportation landscape is shifting rapidly as the Trump administration rescinds funding opportunities, rolls back regulations, and provides new directional guidance on its infrastructure priorities. These changes impact project funding strategies, requiring us to stay agile and engaged.

Key Engagements:

CTC Meetings: SACOG and the Connector JPA presented our $20M Trade Corridor Enhancement Program (TCEP) request to the California Transportation Commission (CTC) in December and January.

Supply Chain Council Retreat: Discussed the Trump administration's policy changes on infrastructure investment and the impact on IIJA funding.

ARTBA Leadership: As President of the ARTBA Transportation Officials Division, I attended the Executive Council meeting in Washington, D.C., and the confirmation hearing of Secretary of Transportation Sean Duffy.

Local Landscape:

Early discussions on a potential new transportation sales tax measure for 2026 are underway, and we are actively engaged.

Project Progress:

Advancing the project's engineering phase: nine miles of final engineering design are in progress. Principal Civil Engineer Matt Lampa will provide a project update.

Looking Ahead:

We remain focused on securing funding, advancing project milestones, and navigating policy changes to keep the Connector moving forward.

ITEM 6

MEETING DATE: February 28, 2025

TITLE: Action Minutes of the November 15, 2024, Regular Board Meeting

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Action Minutes of the November 15, 2024, Regular Board Meeting.

ACTION MINUTES

The Capital SouthEast Connector JPA Board of Directors met at its Regular Board Meeting on November 15, 2024, in the City of Rancho Cordova City Hall Council Chambers, located at 2729 Prospect Park Drive, Rancho Cordova, CA.

Call to Order Chair Gatewood called the meeting to order at 8:36 a.m.

Roll Call Present: Directors Gatewood, Spease, Kozlowski, Hume

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 oral report for November 2024, and a brief discussion ensued between the Board and JPA staff.

There were no comments from the public on this item.

Consent Calendar Items

A motion was made by Director Kozlowski and seconded by Director Spease and passed by unanimous vote 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 the August 30, 2024, Regular Board Meeting

Item #6: Notable Media Articles and Community Update Mailer (Receive and File)

Item #7: Quarterly Report of Activities (Receive and File)

Item #8: Report to the Measure A Independent Taxpayer Oversight Committee (Receive and File)

Item #9: Approve Release of a Request for Proposals for Legal Services for the Connector JPA, Resolution 2024-17

Item #10: Authorize the Executive Director to Execute an Amendment to the Agreement with Bryant Government Affairs for $67,500 for Transportation Funding Consulting and Government Relations, Resolution 2024-18

Item #11: Accept the Fiscal Year 2023-2024 Annual Comprehensive Financial Report, Resolution 2024-19

Item #12: Adopt 2025 Connector JPA Regular Board Meeting Schedule, Resolution 2024-20

There were no comments from the public on this item.

Discussion and Action Items

Item #13: Authorize the Executive Director to Execute a Funding Agreement with the County of Sacramento for the Connector Project on Grant Line Road, Resolution 2024-21

Executive Director Minnema introduced and presented the item. A brief discussion ensued amongst the Board and JPA staff.

No action was taken on this item.

There were no comments from the public on this item.

Item #14: Authorize the Executive Director to Execute an Amended and Restated Agreement with Dokken Engineering, Inc. for Civil and Structural Design Services, Land Surveying, Right of Way Support, Environmental Services, Stakeholder Outreach, and Engineering Construction Support Services for the Connector Project on Grant Line Road, Resolution 2024-22

Executive Director Minnema introduced and presented the item. A brief discussion ensued amongst the Board and JPA staff.

No action was taken on this item.

There were no comments from the public on this item.

Item #15: Authorize Staff to Submit a Funding Application to the California Transportation Commission for the SB 1 Trade Corridor Enhancement Program, Resolution 2024-23

Executive Director Minnema introduced and presented the item. A brief discussion ensued amongst the Board and JPA staff.

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

The Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") hereby authorizes staff to submit a grant funding application to the California Transportation Commission related to the Senate Bill 1 Trade Corridor Enhancement Program.

There were no comments from the public on this item.

Item #16: Recognition and Acknowledgement of Director John Hidahl's Service to the Connector JPA, Resolution 2024-24

Executive Director Minnema introduced and presented the item. A brief discussion ensued amongst the Board and JPA staff.

The Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") hereby authorizes recognition of John Hidahl and his service to the Connector JPA.

There were no comments from the public on this item.

CAPITAL | SOUTHEAST
CONNECTOR JPA
Connecting Communities

Item #17: Announcement and Final Comments from Board Members

No action was taken on this item.

There were no comments from the public on this item.

Adjournment

The meeting adjourned at approximately 9:13 a.m.

APPROVAL OF ACTION MINUTES FOR AUGUST 30, 2024

Approved By:	Attest:
______________________________	______________________________
Garrett Gatewood Chair of the Board	Derek Minnema Board Secretary

ITEM 7

MEETING DATE: February 28, 2025

TITLE: Annual Report of Activities for the South Sacramento Habitat Conservation Plan (Receive and File)

PREPARED BY: Matt Lampa

RECOMMENDATION

Receive and File the annual report of activities for the South Sacramento Habitat Conservation Plan ("SSHCP") through Federal Fiscal Year 2024, as required by the South Sacramento Conservation Agency ("SSCA").

BACKGROUND - ANNUAL REPORT REQUIREMENTS

Section 8.4.1 of the SSHCP requires the SSCA, as the implementing agency, to compile an annual report of covered activities authorized during the reporting period with acreages impacted by the construction. The SSCA then submits a record of activities authorized under their respective permits to the regulatory agencies.

The annual reporting period for these efforts coincides with the federal fiscal year (October 1, 2023, through September 30, 2024).

While the SSCA is responsible for compiling information for the annual report, it relies on the SSHCP Permittees' project-specific information to support the overall reporting effort.

2024 ANNUAL REPORT

The JPA did not have any authorizations for covered activities during the reporting period. For construction recently completed along many segments of the Connector, those projects were authorized, and mitigation fees were paid by the JPA in prior reporting periods.

Therefore the JPA's 2024 Annual Report reflects zero acreage of covered activities for construction within the reporting period.

ATTACHMENTS

a. 2024 Annual Reporting of Covered Activity Authorizations

CAPITAL | SOUTHEAST
CONNECTOR JPA
Connecting Communities

10640 Mather Blvd., Suite 120
Mather, CA 95655
(916) 876-9094
www.ConnectorJPA.net

VIA EMAIL

February 19, 2025

Ms. Kim Hudson, Executive Director
South Sacramento Conservation Agency
827 7th Street, Room 225
Sacramento, CA 95814
hudsonk@saccounty.gov

RE: 2024 ANNUAL REPORTING OF COVERED ACTIVITY AUTHORIZATIONS

Dear Ms. Hudson,

Per your request I'm pleased to provide the South Sacramento Habitat Conservation Plan ("SSHCP") annual reporting information for Connector JPA projects authorized in federal FY 2024. The Connector JPA did not initiate any covered activity authorizations during this reporting period. The information provided in this report is based on the annual reporting requirements from Section 8.4.1 of the SSCHP document.

Please feel free to contact me with any questions at (916) 876-9093 or LampaM@saccounty.gov

Sincerely

Matt Lampa
Principal Civil Engineer

Cc. Derek Minnema, Capital SouthEast Connector JPA
Ben Watson, Madrone Ecological Consulting

2024 Annual Report

South Sacramento Habitat Conservation Plan

Connector JPA Covered Activity Authorizations

<u>Prepared For:</u>

Kim Hudson

South Sacramento Conservation Agency

<u>Prepared By:</u>

Matt Lampa, P.E.

Capital SouthEast Connector JPA

In Coordination with Madrone Ecological Consulting, LLC

February 19, 2025

ANNUAL REPORTING OF COVERED ACTIVITY AUTHORIZATIONS

REPORTING PERIOD: OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

1. *Number and acreage of each Covered Activity implemented during the reporting period categorized by Covered Activity type per SSHCP Chapter 5. Include a map of Covered Activity locations.*

   Capital SouthEast Connector (Connector) project impacts are covered activities under the SSHCP. No new project impacts or covered activities occurred during the reporting period of October 1, 2023, through September 30, 2024; therefore no impact acreages or location maps have been included.

2. *A year-to-date and cumulative summary of permanent and temporary impacts on all SSHCP land cover types. Impacts to riparian and wetland land cover types will also be reported by watersheds. Include a map of impacted locations.*

   No new impacts occurred during the reporting period. Cumulative impacts as reported in the previous reporting period are summarized below.

   Projects Authorized to Date:
   - Segment D3 – Scott Road Realignment
   - Segment D3a
   - Segment A2 – Kammerer Road

   A summary table is presented on the following page.

Capital SouthEast Connector Cumulative Summary of Impacts

Land Cover Type	Reporting Period (acres)		Cumulative (acres)	
	Permanent	Temporary	Permanent	Temporary
Seasonal Wetland	0	0	0.069	0
Streams/ Creeks	0	0	0.063	0
Swale – Direct	0	0	0.018	0
Swale – Indirect	0	0	0.044	0
Vernal Pool - Direct	0	0	0.274	0
Vernal Pool – Indirect	0	0	0.215	0
Agriculture	0	0	30.55	0
Valley Grassland	0	0	41.346	0
Cumulative Total	0	0	72.579	0

3. *A year-to-date and cumulative summary of the total impacts to Critical Habitat of vernal pool fairy shrimp, vernal pool tadpole shrimp, Sacramento Orcutt grass, slender Orcutt grass, and California tiger salamander, and to Covered Species plant occurrences. Include a map of Critical Habitat impacts.*

   No impacts to critical habitat during the reporting period, and no critical habitat impacts to date.

4. *A year-to-date and cumulative summary of impacts associated with projects exempt from fees and/or conditions of the SSHCP.*

   Nothing to report; Connector projects are covered activities requiring fee payment and compliance with SSHCP conditions.

5. *An accounting of all conditions on Covered Activities applied to these activities per SSHCP Chapter 5.*

   Not applicable in this reporting period.

6. *A list of all Stream Setback exceptions and any other exceptions granted each calendar year per SSHCP Chapter 5.*

   Not applicable in this reporting period.

7. *A summary of monitoring results, including species status and trends.*

   Not applicable in this reporting period. The JPA does not currently manage any preserve properties to which this item applies.

8. *A description of the adaptive management process utilized during the reporting period.*

   Not applicable in this reporting period. The JPA does not currently manage any preserve properties to which this item applies.

9. *A summary of the recommendations or advice provided by the Wildlife Agencies and TAC regarding adaptive management and monitoring.*

   Not applicable in this reporting period. The JPA does not currently manage any preserve properties to which this item applies.

ITEM 8

MEETING DATE: February 28, 2025

TITLE: Notable Media Articles and Community Update Mailer (Receive and File)

PREPARED BY: Matt Lampa

RECOMMENDATION

Receive and File this media summary.

MEDIA SUMMARY

- Sacramento California's TOP 10 MASSIVE Projects Coming in 2025! – *"this is something that's going to be such a game changer in the Sacramento area, something we've needed for the longest time. There's so many people who actually own houses and it's a little more rural out there. This expressway is going to change the game for a lot of people who live out there too. Now people can basically, you know if they're working in the bay area, if they want to go to Elk Grove, it's going to be a clean shot. This is going to transform our area as we know it.........it's going to impact the Sacramento market in such a huge huge way".* **Sacramento Real Estate** *(Sacramento California's TOP 10 MASSIVE Projects Coming in 2025!)*

COMMUNITY UPDATE MAILER

As part of our continuing work on Grant Line Road and White Rock Road, staff prepared a project notification flyer directing residents to the JPA website for project information and updates.

Information on the flyer is printed in English, Spanish, Chinese, Vietnamese, Russian, and Hmong to address the diverse population adjacent to the corridor and ensure our outreach is inclusive and equitable.

The JPA distributed the information flyer in November 2024 to approximately 1,700 e-mail addresses and 6,300 mailing addresses adjacent to the corridor.

CAPITAL | SOUTHEAST
CONNECTOR JPA
Connecting Communities

ITEM 9

MEETING DATE: February 28, 2025

TITLE: Quarterly Report of Activities (Receive and File)

PREPARED BY: Matt Lampa

RECOMMENDATION

Receive and File this update.

BACKGROUND

The Sacramento Transportation Authority requires agencies to submit quarterly project activity reports for Capital or Mitigation Contracts. The reports summarize project costs, expenditures, and activities performed during the reporting period.

SUMMARY OF PROJECT ACTIVITIES QUARTER ENDING 12/31/2024

Kammerer Road

- Coordination with the City of Elk Grove on Caltrans performance audit
- Coordination with the City of Elk Grove regarding the design of Segment A1 and adjacent development infrastructure.

Grant Line Road

- Prepare and submit TCEP Cycle 4 grant funding application.
- Attend CTC meetings.
- Coordination with the County of Sacramento and the City of Rancho Cordova on adjacent development infrastructure along Grant Line Rd.
- Continued work on utility coordination and engineering design between Chryanthy Blvd and White Rock Rd.
- Prepare right of way mapping and coordination with Caltrans on right of way appraisals.
- Coordination with Caltrans regarding the USDOT RAISE grant.
- Prepare and submit SB 1 quarterly progress reports to Caltrans and CTC.

White Rock Road

- Continued work on project base mapping and utility coordination.
- Preparation of 30% plans and estimate for Class I Trail project.
- Prepare right of way mapping and coordination with Caltrans on right of way appraisals.
- Continued work on ultimate corridor design and rail crossing planning.
- Coordination with City of Folsom and El Dorado County regarding adjacent development infrastructure.

SUMMARY OF MITIGATION ACTIVITIES QUARTER ENDING 12/31/2024

- Evaluation of project environmental impact and mitigation strategies.
- Collaboration with conservation partners to identify potential mitigation properties to continue the open space preservation strategy.

ATTACHMENTS

a. Quarterly Reports

Project Name: Capital SouthEast Connector - Grant Line Road

Measure A Capital Projects

Quarterly Status Report

PROJECT INFO

Quarter Ended:	12/31/2024	Fiscal Year:	2025	Reporting Quarter:	2
Agency:	Capital SouthEast Connector	Project Mgr:	Matt Lampa		
		Phone and Email:	916-876-9093 lampam@saccounty.gov		

This project will reconstruct Grant Line Road between Chrysanthy Blvd and White Rock Road to a multi-modal transportation corridor. The project is a component of the 34-mile-long Capital SouthEast Connector expressway that will serve as a beltway through the southern area of Sacramento County into El Dorado County, and will be consistent with the ultimate corridor design to provide easier access to jobs, reduced congestion, more efficient goods movement, increased safety, and significant economic impact.

Sponsor Project ID Number:	N/A	STA Project ID Number:	A-16-JP (20)
Original Est. Project Cost:	$ 56,000,000	Current Est. Project Cost:	$ 56,000,000

MEASURE A CAPITAL FUNDING

Previous Contract(s) Award:	$	0
Previous Contract(s) Spending:	$	0
Current Contract Award:	$	2,000,000
Current Contract Reimbursement:	$	(246,600)
Expended This Quarter:	$	(133,312)
Total Remaining:	$	1,620,089

Projected Spending by Fiscal Year	
2025	3,727,000
2026	700,000
2027	300,000
2028	0
2029	0

Federal and State Funds Awarded: $ 3,000,000

PROJECT MILESTONES

	Begin	Planned Completion	Completed
Project Study Environmental (PA&ED) Phase			03/07/2012
Design (PS&E) Phase			09/17/2019
Right-of-Way Phase	01/26/2024	06/30/2026	
Construction Phase	09/01/2024	06/01/2026	

CURRENT STATUS

Current Phase (as of last day of reporting quarter): Design (PS&E) Phase

Indicate overall progress of the current phase

0% ○ ○ ◉ ○ ○ ○ ○ ○ ○ ○ ○ 100%

Explanation of Activities and Expenditures this Quarter, Next Quarter, and Additional Notes

Explanation of activities:

Attend CTC meetings in support of upcoming TCEP funding application. Coordination with FHWA and Caltrans regarding RAISE funding agreement. Continued utility coordination, preliminary engineering, drainage analysis ,and preparation of geometric approval drawings. Coordination with City and County related to developments adjacent to the alignment. ROW mapping, meetings with property owners, and ROW coordination with Caltrans. Prepare and submit a funding application to the CTC for TCEP cycle 4.

Anticipated Activities Next Quarter

Continued coordination with City and County regarding design and developments adjacent to the alignment. Continued ROW coordination with property owners and Caltrans, and begin ROW appraisals. Continued coordination with FHWA and Caltrans on RAISE funding agreement. Continued work on engineering and drainage design.

Additional Notes:

Connector Project updates are provided to the public at regularly scheduled JPA Board meetings. Additional details can be found at www.ConnectorJPA.com

Project Name: Capital SouthEast Connector - Capital

Measure A Capital Projects

Quarterly Status Report

PROJECT INFO

Quarter Ended:	12/31/2024	Fiscal Year:	2025	Reporting Quarter:	2
Agency:	Capital SouthEast Connector	Project Mgr:	Matt Lampa		
		Phone and Email:	916-876-9093 lampam@saccounty.gov		

This project consists of a 34-mile-long expressway that will serve as a beltway through the southern area of Sacramento County into El Dorado County, enabling travelers to bypass downtown Sacramento and Highway 50 congestion between Elk Grove, Rancho Cordova, Folsom, and El Dorado Hills. The Connector will provide easier access to jobs, reduced congestion, more efficient goods movement, increased safety, and significant economic impact. The project's first phase includes construction of four continuous lanes from Interstate 5 and Highway 99 in Elk Grove to the new Silva Valley interchange at Highway 50 in El Dorado Hills, expanded at-grade intersections at all major access points, and a continuous path for pedestrians, bicyclists, and equestrians.

Sponsor Project ID Number:	N/A	STA Project ID Number:	A-16-JP (20)
Original Est. Project Cost:	$ 1,006,014,000	Current Est. Project Cost:	$ 588,190,000

MEASURE A CAPITAL FUNDING

Previous Contract(s) Award:	$ 38,425,445	Projected Spending by Fiscal Year 2025	550,000
Previous Contract(s) Spending:	$ (38,425,445)	2026	550,000
Current Contract Award:	$ 4,703,317	2027	400,000
Current Contract Reimbursement:	$ (3,209,285)	2028	200,000
Expended This Quarter:	$ (197,370)	2029	0
Total Remaining:	$ 1,296,661	Federal and State Funds Awarded:	$ 150,300,000

PROJECT MILESTONES

	Begin	Planned Completion	Completed
Project Study Environmental (PA&ED) Phase			03/07/2012
Design (PS&E) Phase			
Right-of-Way Phase			
Construction Phase			

CURRENT STATUS

Current Phase (as of last day of reporting quarter): Environmental (PA&ED) Phase

Indicate overall progress of the current phase

0% ○ ○ ● ○ ○ ○ ○ ○ ○ ○ ○ 100%

Explanation of Activities and Expenditures this Quarter, Next Quarter, and Additional Notes

Explanation of activities:
- Segment A:
- A1 - Coordination with City of Elk Grove regarding Segment A1 design and developments along Kammerer Rd.

- Segment C: Coordination with City regarding Wilton Rd intersection.
- Segment D3/E1:
- D3b rail crossing planning is ongoing.

Anticipated Activities Next Quarter
Segment A: Continued coordination w/ Sac County and City of Elk Grove on design of Segment A1 and developments along the corridor. Coordination with City on design and funding opportunities.
Segment C: Coordination w/ City of Elk Grove on Wilton Rd intersection
Segment D3/E1: Continued work on White Rock Trail project engineering. On-going rail crossing planning. Continued coordination on funding opportunities.

Additional Notes:
- Project segments are at various levels of planning, environmental analysis, design, and right of way.
- Connector Project updates are provided to the public at regularly scheduled JPA Board meetings. Additional details can be found at www.ConnectorJPA.com

Project Name: Capital SouthEast Connector - SGIP Mitigation

Measure A Capital Projects

Quarterly Status Report

STA

PROJECT INFO

Quarter Ended:	12/31/2024	Fiscal Year:	2025	Reporting Quarter:	2
Agency:	Capital SouthEast Connector	Project Mgr:	Derek Minnema		
		Phone and Email:	916-876-9097 minnemad@saccounty.gov		

This project consists of a 34-mile-long expressway that will serve as a beltway through the southern area of Sacramento County into El Dorado County, enabling travelers to bypass downtown Sacramento and Highway 50 congestion between Elk Grove, Rancho Cordova, Folsom, and El Dorado Hills. The Connector will provide easier access to jobs, reduced congestion, more efficient goods movement, increased safety, and significant economic impact. The project's first phase includes construction of four continuous lanes from Interstate 5 and Highway 99 in Elk Grove to the new Silva Valley interchange at Highway 50 in El Dorado Hills, expanded at-grade intersections at all major access points, and a continuous path for pedestrians, bicyclists, and equestrians.

Sponsor Project ID Number:	N/A	STA Project ID Number:	A-16-JPM
Original Est. Project Cost:	$ 5,000,000	Current Est. Project Cost:	$ 5,000,000

MEASURE A CAPITAL FUNDING

Previous Contract(s) Award:	$	0
Previous Contract(s) Spending:	$	0
Current Contract Award:	$	5,000,000
Current Contract Reimbursement:	$	(4,536,840)
Expended This Quarter:	$	(5,123)
Total Remaining:	$	458,037

Projected Spending by Fiscal Year		
	2025	459,000
	2026	0
	2027	0
	2028	0
	2029	0

Federal and State Funds Awarded: $ 0

PROJECT MILESTONES

	Begin	Planned Completion	Completed
Project Study Environmental			
(PA&ED) Phase Design			
(PS&E) Phase			
Right-of-Way Phase			
Construction Phase			

CURRENT STATUS

Current Phase (as of last day of reporting quarter): Environmental (PA&ED) Phase

Indicate overall progress of the current phase

0% ○ ○ ○ ○ ○ ○ ○ ○ ● ○ ○ 100%

Explanation of Activities and Expenditures this Quarter, Next Quarter, and Additional Notes

Explanation of activities:
- Environmental resource establishment/ re-establishment activities on Grant Line Rd mitigation parcel.
- Evaluation of project environmental impact and mitigation strategies.
- Collaboration with conservation partners to identify potential mitigation properties to continue open space preservation strategy
- Connector Project updates are provided to the public at regularly scheduled JPA Board meetings. Additional details can be found at www.ConnectorJPA.com

Anticipated activities Next Quarter:
- Continued environmental resource establishment/ re-establishment activities on Grant Line Rd mitigation parcel.
- Continued evaluation of project environmental impact and mitigation strategies.
- Continued collaboration with conservation partners to identify potential mitigation properties to continue open space preservation strategy

ITEM 10

MEETING DATE: February 28, 2025

TITLE: Update on State and Federal Funding (Receive and File)

PREPARED BY: Derek Minnema

RECOMMENDATION

Receive and File this item.

STATE FUNDING UPDATE

On November 22, 2024, the Connector JPA submitted a $20 million funding application to the California Transportation Commission (CTC) under the Trade Corridor Enhancement Program (TCEP) for the two-lane reconstruction of Grant Line Road. This application is the only TCEP nomination in the six-county region and has been designated as the region's top funding priority for TCEP.

If awarded, these TCEP funds will be used as a match for the $25 million RAISE grant awarded in July 2024, fully funding the reconstruction of Grant Line Road between Chrysanthy Boulevard and White Rock Road.

CTC is expected to announce funding awards in June 2025.

We appreciate Assemblywoman Stephanie Nguyen's (AD-10) leadership in organizing a legislative support letter advocating for this application. The letter, addressed to the CTC, urges approval of the funding request and has been signed by:

- Asm. Stephanie Nguyen (D-Elk Grove, Sacramento)
- Asm. Heath Flora (R-Wilton, Sloughhouse, Rancho Murieta, portions of Jackson Hwy)
- Asm. Josh Hoover (R-Rancho Cordova, Mather, Folsom)
- Asm. Joe Patterson (R-El Dorado Hills, Cameron Park)
- Sen. Angelique Ashby (D-Sacramento)
- Sen. Roger Niello (R-Folsom, Rancho Murieta, Mather)
- Sen. Marie Alvarado-Gil (D-El Dorado Hills, Cameron Park)

Bipartisan, bicameral support for the project strengthens its case at both the state and federal levels, demonstrating broad regional backing.

This advocacy is critical in securing additional funding and recognition from key stakeholders, including CTC, the Administration, and federal representatives such as Bera, Kiley, and Matsui.

FEDERAL FUNDING UPDATE

Following his confirmation as Secretary of Transportation, Sean Duffy issued DOT Order 2100.7, establishing new principles and standards for USDOT funding decisions. This directive ensures that transportation policies, programs, and funding allocations are based on rigorous economic analysis and cost-benefit assessments.

Under the Order, transportation projects will be evaluated based on the following key criteria:

1. Economic Justification

   Projects must demonstrate a strong cost-benefit analysis, emphasizing economic growth, efficiency, and financial sustainability.

2. Community Impact Considerations

   Priority will be given to projects that enhance economic opportunities, improve access to jobs and services, and promote community well-being.

3. Alignment with Federal Priorities

   - Preference will be given to projects that align with national transportation and infrastructure goals.
   - Projects must adhere to "Buy America" requirements and minimize reliance on ongoing federal subsidies.

4. Funding Model and Local Participation

   - Projects utilizing user-pay models or public-private partnerships will be prioritized.
   - Additional consideration will be given to projects located in designated Opportunity Zones or benefiting economically distressed areas.

5. Regulatory Compliance and Restrictions

    - Grant recipients must comply with all applicable federal laws, including immigration enforcement and transportation policies.
    - Vaccine and mask mandates cannot be imposed by grant recipients as a condition of participation.

Additionally, the Order prioritizes funding for communities with higher marriage and birth rates, aiming to support family-friendly infrastructure, improve transportation access and mobility, and expand economic opportunities.

IMPLICATIONS FOR THE CONNECTOR PROJECT

The Connector Project aligns well with the Order's principles and priorities. Staff anticipates further guidance from USDOT on its implementation and will continue to monitor upcoming funding opportunities to ensure compliance with new federal requirements and maximize competitiveness for future grants.

ATTACHMENTS

a. TCEP Grant Support Letter
b. USDOT Order 2100.7

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0115

California Legislature

August 30, 2024

California Transportation Commission
1120 N Street
Sacramento, CA 95814

RE: **Support of State Matching Funds for Capital Southeast Connector Project**

Dear Commissioners,

As the Legislative delegation representing the greater Sacramento region, we want to express our strong support for the **Grant Line Road Safety and Freight Mobility Project known as "The Connector".** Funding through SB 1, the Road Repair and Accountability Act, and the Connector JPA's application for **$20 million in matching state funds through the Trade Corridor Enhancement Program (TCEP)** is crucial for completing the long-awaited Capital Southeast Connector (Connector), a project overwhelmingly approved by voters two decades ago. We urge the Commission to approve funding for this important regional transportation priority.

The Connector project is designed to increase truck throughput and decrease truck travel time along a critical rural freight corridor, increase safety by reconstructing a 60-year-old farm road, and alleviate traffic congestion during commute hours by allowing traffic to bypass downtown Sacramento. It also features a parallel bike and pedestrian trail, connecting residents to recreational, entertainment, and retail facilities.

This project will modernize the existing roadway, provide necessary elevation improvements and drainage to prevent flooding, and use longer-lasting, environmentally friendly construction materials.

Previously, the Grant Line Road Safety and Freight Mobility Project received $3 million during the last SB 1 TCEP funding cycle. Now, state funds are needed to match a $25 million federal transportation grant for modernizing a roadway that includes what law enforcement considers the most dangerous curve in the county. The Sacramento Area Council of Governments has described this project as the region's top priority for road funding in Sacramento County and we agree.

The Connector project is supported by community groups, local economic development organizations as well as police and firefighters. The Connector enjoys bi-partisan support from local, regional, state and federal elected officials. That support was on full display at a July 17, 2024 press conference in Rancho Cordova where the Sacramento Congressional Delegation

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0115

California Legislature

announced that the Connector had received $25 million of Federal funds through the RAISE Grant program under the US Department of Transportation.

The Connector is a top transportation priority for the greater Sacramento region. It is not only important to the economic development of the region, but it will also reduce congestion and provide options for new modes of transportation. We urge the Commission to support leveraging federal dollars and approving matching funds for the federal grant.

Respectfully,

STEPHANIE NGUYEN
Assemblymember, District 10

JOE PATTERSON
Assemblymember, District 5

JOSH HOOVER
Assemblymember, District 7

HEATH FLORA
Assemblymember, District 9

MARIE ALVARADO-GIL
Senator, District 4

Roger Niello

ROGER NIELLO
Senator, District 6

Angelique Ashby

ANGELIQUE ASHBY
Senator, District 8

U.S. Department of Transportation

Office of the Secretary of Transportation

SUBJECT: ENSURING RELIANCE UPON SOUND ECONOMIC ANALYSIS IN DEPARTMENT OF TRANSPORTATION POLICIES, PROGRAMS, AND ACTIVITIES

DOT Order 2100.7

---

1. PURPOSE

This Order updates and resets the principles and standards underpinning U.S. Department of Transportation (Department or DOT) policies, programs, and activities to mandate reliance on rigorous economic analysis and positive cost-benefit calculations and ensure that all DOT grants, loans, contracts, and DOT-supported or -assisted State contracts bolster the American economy and benefit the American people.

2. CANCELLATION

None

3. APPLICABILITY AND SCOPE.

This Order applies to all the Department's Operating Administrations (OA) and the Departmental Offices in the Office of the Secretary of Transportation (OST).[1]

4. EFFECTIVE DATE

This Order is effective upon its date of execution.

5. POLICIES.

The following principles govern the implementation and administration of all DOT policies, programs, and activities:

a. The Department's grantmaking, lending, policymaking, and rulemaking activities shall be based on sound economic principles and analysis supported by rigorous cost-benefit requirements and data-driven decisions. This requirement shall apply

[1] The terms "Operating Administration" and "OA" hereinafter refer to both the Department's operating administrations and the OST Departmental Offices.

regardless of whether the activities in question fall below the economic threshold required for review by the Office of Information and Regulatory Affairs.

b. To engage in grantmaking, lending, policymaking, or rulemaking, the benefits must be estimated to outweigh the costs. The calculation of the "social cost of carbon" is marked by logical deficiencies, a poor basis in empirical science, politicization, and the absence of a foundation in legislation. Consequently, the Administrator of the Environmental Protection Agency has been ordered by the President to issue guidance to address these harmful and detrimental inadequacies. Prior to issuance of that guidance, DOT shall ensure estimates to assess the value of changes in greenhouse gas emissions resulting from agency actions, including with respect to the consideration of domestic versus international effects and evaluating appropriate discount rates, are, to the extent permitted by law, consistent with the guidance contained in OMB Circular A-4 of September 17, 2003 (Regulatory Analysis).

c. Statutes governing DOT policies, programs, and activities shall be administered to identify and avoid, to the extent practicable, relevant, appropriate, and consistent with law, adverse impacts on families and communities. Adverse impacts may include, but are not limited to, noise; water pollution; soil contamination; a denial of or a reduction in transportation services; increased difficulty in raising children in a safe and stable environment; and destruction or disruption of community cohesion, safety, or economic vitality.

d. Statutes governing DOT policies, programs, and activities shall also be administered to maximize, to the extent practicable, relevant, appropriate, and consistent with law, benefits for families and communities. The benefits may include, but are not limited to, economic opportunities, such as increased access to jobs, healthcare facilities, recreational activities, commercial activity, or any actions or project components that will help alleviate poverty, enhance safety, and primarily benefit families and communities by improving the quality of their lives, raising their standard of living, or enabling them to participate more fully in our economy.

e. DOT-supported or -assisted programs and activities, including without limitation, all DOT grants, loans, contracts, and DOT-supported or -assisted State contracts, shall not be used to further local political objectives or for projects and goals that are purely local in nature and unrelated to a proper Federal interest. DOT programs and activities should instead prioritize support and assistance for projects and goals that are consistent with the proper role of the Federal government in our system of federalism, have strong co-funding requirements, adhere faithfully to all Federal statutory Buy America requirements, and not depend on continuous or future DOT support or assistance for improvements or ongoing maintenance.

f. To the maximum extent permitted by law, DOT-supported or -assisted programs and activities, including without limitation, all DOT grants, loans, contracts, and DOT-supported or -assisted State contracts, shall prioritize projects and goals that:

i. utilize user-pay models;
ii. direct funding to local opportunity zones where permitted;
iii. to the extent practicable, relevant, appropriate, and consistent with law, mitigate the unique impacts of DOT programs, policies, and activities on families and family-specific difficulties, such as the accessibility of transportation to families with young children, and give preference to communities with marriage and birth rates higher than the national average (including in administering the Federal Transit Administration's Capital Investment Grant program);
iv. prohibit recipients of DOT support or assistance from imposing vaccine and mask mandates; and
v. require local compliance or cooperation with Federal immigration enforcement and with other goals and objectives specified by the President of the United States or the Secretary.

6. <u>RESPONSIBILITIES</u>.

a. The General Counsel is the chief legal officer of the Department with final authority on all questions of law for all components of DOT. The Office of the General Counsel (OGC) shall provide the legal advice, support, and guidance necessary to implement and effectuate this Order, including via the issuance of additional orders as warranted.

b. OAs engaged in grantmaking, lending, policymaking, or rulemaking activities shall, in coordination and consultation with OGC, implement this Order and determine the most effective and efficient way of integrating the principles outlined in this Order with their existing regulations and guidance.

c. In undertaking the integration with existing operations, and in coordination and consultation with OGC, OAs shall:

1. Develop and issue guidance necessary to implement and effectuate this Order, or review and update any previously issued guidance to ensure consistency with this Order. OAs shall also engage in the notice-and-comment process, as appropriate and in accordance with DOT Order 2100.6B (Policies and Procedures for Rulemakings) and any corresponding regulations, to implement the requirements of this Order.

2. Update and revise all Notices of Funding Opportunity, grant agreements, loan agreements, and other program documents as necessary to ensure compliance with Federal law and consistency with this Order.

3. Review their existing grant agreements, loan agreements, and contracts, and, to the extent permitted by law, unilaterally amend the general terms and conditions as necessary to ensure compliance with Federal law and consistency with this Order, and provide corresponding notice of such to recipients.

d. OAs shall prepare a report describing their efforts to comply with this Order and the impact of those efforts on their grantmaking, lending, policymaking, and rulemaking activities. The first of these reports shall be submitted to OGC no later than six months after the effective date of this Order, and each subsequent report shall be due no later than six months thereafter.

e. OAs shall also observe the following principles:

1. This Order should be implemented in a simple, transparent manner that avoids adding unnecessary procedural or regulatory steps or causing undue delay. The Order should not be interpreted to impose procedural or regulatory requirements that provide no benefit in the decision-making process. The Order should be carried out in a manner that considers the impact that delays in project delivery or rule-making may have on the economic vitality, safety, and well-being of the American people, their families, and communities.

2. OAs shall strive to promote the economic opportunities of DOT programs, policies, and activities for families and communities. Procedures shall be established or modified, as necessary, to provide meaningful opportunities for public involvement by families and communities during the planning and development of programs, policies, and activities (including the identification of potential effects, alternatives, and mitigation measures).

3. DOT shall ensure comprehensive public engagement, including with families and community stakeholders, and provide meaningful access to public information concerning both the costs and the benefits of DOT programs, policies, or activities.

4. Compliance with the terms of this Order is an ongoing responsibility. OAs shall continuously monitor their programs, policies, and activities to ensure they are administered in a manner consistent with this Order. This Order does not alter existing assignments or delegations of authority to the Operating Administrations or other DOT components.

7. DISCLAIMER.

This Order is intended to improve the internal management of DOT and is not intended to, nor does it, create any rights, benefits, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the Department, its OAs, its officers, or any person. Nor should this Order be construed to create any right to judicial review involving the compliance or noncompliance with this Order by the Department, its Operating Administrations, its officers or any other person.

Secretary of Transportation

ITEM 11

MEETING DATE: February 28, 2025

TITLE: Budget-To-Actual Report for the Fiscal Year-to-Date Through December 31, 2024 (Receive and File)

PREPARED BY: Derek Minnema

RECOMMENDATION

Receive and file Budget-to-Actual report for July 1, 2024, through December 31, 2024.

BACKGROUND

The Authority adopts a budget each year outlining estimated revenues and expenditures for the upcoming fiscal year. Authority staff collaborate closely with program partners and County staff to develop accurate budget projections. The budgeting process begins in January and concludes with Board adoption in May or June.

The Authority engages an independent accounting firm each year to conduct a financial audit. As part of good governance practices, staff provides the Board with quarterly budget-to-actual comparison reports to enhance financial transparency.

DISCUSSION

Below are some notable variances in the budget-to-actual report – July 1, 2024 through December 31, 2024:

- Revenue is trending below estimates for Measure A, State, and Federal funding.
  - The Authority primarily receives funding on a reimbursement basis. There is often a lag between the time when claims are received from vendors and when the Authority submits claims for reimbursement from partner agencies. Some reimbursements for first-quarter claims will not be realized until the second quarter.
  - Charges for Project activity are often cyclical in nature. Staff expect increased spending beginning in Spring 2025. For example, right of way acquistion claims have not yet begun.

- Expenditures are trending as expected with one exception:
    - Audit, fiscal, and County services – County administrative services are trending higher than expected. Authority staff will follow up with County staff to determine why costs are so high.

Most expenditures are reimbursable through federal and state claims, which typically take about 60 days to process. Because these reimbursements only cover a percentage of costs, an additional 60-day cycle is required to secure the matching reimbursement from the Sacramento Transportation Authority (STA). This process underscores the importance of maintaining a cash reserve balance to manage the Authority's cash flow effectively.

In addition to reimbursement timing, the Authority incurs general and administrative costs that are not currently reimbursable. When these costs exceed contributions from member agencies, they negatively impact the fund balance, further emphasizing the need for cash reserves.

To address this, the Authority will work with program partners to expand the classification of reimbursable general and administrative costs. As part of this effort, staff recommend updating the Capital Asset and Expenditure Policy, included as a separate item on today's agenda. In particular, staff will collaborate with STA to help resolve this issue.

ATTACHMENTS

a. Budget-to-Actuals report for the period July 1, 2024 through December 31, 2024

Budget to Actual Report July 1 through December 31, 2024					
Description	**Adopted Budget**	**Q1/Q2 Expected**	**Actual**	**Variance**	**Notes**
Revenues					
Measure A - Capital	$ 1,400,000	$ 534,883	$ 534,883	$ -	Measure A reimburses the Authority as claims are processed. Claims are trending lower than expected, however an increase is expected in Spring 2025.
Measure A - Mitigation	$ 2,759,137	$ 17,589	$ 17,589	$ -	Measure A reimburses the Authority as claims are processed. Claims are trending lower than expected, however an increase is expected in Spring 2025.
Other Local Funding	$ 533,333	$ 67,884	$ 67,884	$ -	This account includes funding from an interagency contract with the City of Rancho Cordova. Claims are expected to increase in Spring 2025.
State Funding	$ 1,300,000	$ 65,326	$ 65,326	$ -	The State reimburses the Authority as claims are processed. Claims are trending lower than expected, however an increase is expected in Spring 2025.
Federal Funding	$ 800,000	$ 84,307	$ 84,307	$ -	The Feds reimburses the Authority as claims are processed. Claims are trending lower than expected, however an increase is expected in Spring 2025.
Member Contributions	$ 250,000	$ 250,000	$ 250,000	$ -	Good
Interest Income	$ 9,004	$ 8,494	$ 8,494	$ -	Good
Total Revenues	**$ 7,051,474**	**$ 1,028,482**	**$ 1,028,482**	**$ -**	
Expenditures					
Land Acquistion and ROW	$ 200,000	$ -	$ -	$ -	No activity in Q1/Q2
Mitigation Purchases	$ 2,759,137	$ -	$ -	$ -	No activity in Q1/Q2
Construction	$ 150,000	$ -	$ -	$ -	No activity in Q1/Q2
Project Professional Services	$ 2,800,000	$ 1,400,000	$ 1,264,264	$ 135,736	Trending lower than expected but uptick anticipated.
Project Overhead					
Salaries and Benefits	$ 677,658	$ 338,829	$ 298,664	$ 40,165	Good.
Legal Services	$ 250,000	$ 125,000	$ 100,461	$ 24,539	Legal services fluctuate based on demand. Fees are trending lower than expected but may be higher in subsequent quarters.
Audit, Fiscal and County Services	$ 75,000	$ 37,500	$ 84,378	$ (46,878)	County adminstrative services - $39,709. The remainder other County services, annual financial audit, and pension obligation bond costs.
Rent	$ 65,000	$ 32,500	$ 26,507	$ 5,993	Good.
Office Equipment and Supplies	$ 50,000	$ 25,000	$ 33,020	$ (8,020)	Good.
Conferences, Meetings, and Travel	$ 40,000	$ 20,000	$ 18,491	$ 1,509	Good.
Insurance	$ 17,850	$ 17,850	$ 20,753	$ (2,903)	Insurance costs were estimated in Spring 2024. The actual rate was subsequently higher than orignally estimated. This is one time payment for FY 2024-25.
Other Operating	$ 70,000	$ 35,000	$ 40,664	$ (5,664)	Good.
Total Expenditures	**$ 7,154,645**	**$ 2,031,679**	**$ 1,887,202**	**$ 144,477**	
Beginning Cash Balance July 1, 2024			$ 744,821		
Ending Cash Balance December 31, 2024			**$ 838,576**		The difference in ending cash and fund balances is the result of posting expenditures when they occur versus when they are paid.

CAPITAL | SOUTHEAST
CONNECTOR JPA
Connecting Communities

ITEM 12

MEETING DATE: February 28, 2025

TITLE: Adopt Revisions to the Capital Asset and Expenditure Policy

PREPARED BY: Osman Mufti, Sloan Sakai (Connector JPA Legal Counsel)

RECOMMENDATION

Adopt Resolution 2025-02 approving Capital Asset and Expenditure Policy updates.

BACKGROUND

The JPA adopted its Capital Asset and Expenditure Policy (Policy) in June 2017, but it has not been updated since . Its purpose is to present a uniform method of maintaining the Authority's accounting for capital assets and capitalizable expenditures.

UPDATED CAPITAL ASSET AND EXPENDITURE POLICY

The Authority engages an independent accounting firm each year to conduct a financial audit. The most recent audit, completed in November 2024, recommended clarifications to ensure the Policy accurately reflects established financial practices:

- The Policy states that general and administrative indirect costs are not capitalized. However, in practice, these costs are accounted for within project expenditures and incorporated into the total capitalized cost of the project.

- The Policy references the modified approach for maintaining capital assets. However, rather than depreciating assets over time, the Authority should transfer completed assets to member agencies, which would then assume ownership.

ATTACHMENTS

a. Updated Capital Asset and Expenditure Policy
b. Management Letter to the Board dated November 5, 2024
c. Resolution 2025-02

Capital Asset And Expenditure Policy

Adopted by:
Board Resolution No. 20~~17~~25-~~25~~XX, dated ~~June 30, 2017~~February 28, 2025

1. Purpose

The purpose of this policy is to present a uniform method of maintaining the Capital SouthEast Connector Joint Powers Authority (Connector JPA) capital asset records and to apply a consistent method of accounting for capital assets and capitalizable expenditures. This policy is intended to be in accordance with Generally Accepted Accounting Principles (GAAP) as recognized by the Governmental Accounting Standards Board (GASB)., GASB Statements No. 34 and No. 51 are the foundation of this policy.

2. Background

Formed in 2006 through a Joint Powers Agreement, the Connector JPA exists for the sole purpose of constructing a single transportation infrastructure capital asset: the Capital SouthEast Connector ("Connector"), for its member jurisdictions. As such, ~~nearly~~ all expenditures by the Connector JPA are capitalizable expenditures that support the construction of the Connector.

As defined by the United States Department of Transportation, a capital expenditure in transportation is any expenditure that increases the capacity and efficiency of the transportation infrastructure, whether by reducing travel times, improving access, creating capacity for more passenger and goods traffic, reducing costs, or reducing adverse safety and environmental impacts. It includes outlays for the planning, engineering, approval, permitting, mitigation and construction and inspection of transportation infrastructure, including the necessary purchase of land and existing structures, purchase of equipment, research activities, and outlays for major maintenance and repairs to existing infrastructure and equipment.

In addition to the Connector JPA formation documents, the Connector is also a capital project within the Sacramento Transportation Authority (STA) New Measure A Local Arterial Program. In March 2007, STA adopted definitions of eligible capital expenses and they include typical transportation infrastructure capital outlays such as "environmental review and mitigation, engineering, design, inspection, and construction; acquisition of rights-of-way or other property interests; installation, improvement, or upgrades to associated traffic signs and traffic signals, medians, landscaping, incidental drainage, bicycle lanes or pathways, curbs, gutters, and sidewalks; labor, paving, materials and supplies for the construction of specified arterials (including new structures) and for the addition of lanes to or other expansion, upgrading, reconstruction, and implementation of operational improvements of specified arterial streets and roads."

3. Definitions

Capital Asset: Capital assets are defined as tangible and intangible assets of significant value that are used in operations and have a useful life beyond one year. The essential

features of a capital asset are that it will be used in operations. Items such as legal rights (e.g., easements) and internally developed computer software qualify as capital assets.
Capital assets go through a few stages in their life at any enterprise. First, assets are acquired or constructed. Second, the assets are put in use and serve the company. During this time, the assets are depreciated. Finally, when the assets are used to their full extent, they are written off and potentially replaced with new assets.

> *Self-Constructed Capital Asset:* Agencies may build (construct) some of their capital assets because such assets may not be available for purchase or because it is cheaper to do so. Infrastructure is a common Self-Constructed Capital Asset. When an agency self-constructs an asset, there are direct and indirect costs, which are included in the cost of the asset. When self-constructed assets are completed (e.g., testing has been performed and Engineering Services approved putting the assets in service), the accumulated cost of the assets is transferred into fixed asset account(s) and the assets start being depreciated.

Capital Expenditure: Capital expenditures are defined as all costs directly related to the acquisition or construction of a specific asset and where the benefit continues over a long period, rather than being exhausted in a short period. Such expenditure is of a non-recurring nature and results in acquisition of a permanent Capital Asset. Additionally, in accordance with GASB Statement No. 34, paragraph 18, capitalizable expenditures include "ancillary charges necessary to place the asset into its intended location and condition for use." The cost to acquire, construct, or improve a capital asset is deferred (capitalized) and allocated over the estimated useful life of the capital asset (depreciated).

> *Direct Project Costs:* Direct project costs are those that can be specifically and easily identified with a particular project or activity and are allowable under the sponsoring organizations guidelines. Direct costs are usually easily identifiable and can be traced to the asset directly. Since the Connector JPA exists solely to construct the Capital SouthEast Connector Project, all expenditures are classified as Direct Project Costs.

> *Indirect Project Costs:* Indirect project costs typically consist of a proportionate share of costs clearly related to the construction, development, or improvement of capital assets as a group, but not the construction, development, or improvement of a specific capital asset. Since the Connector JPA exists solely to construct the Capital SouthEast Connector Project, none of the Project costs are classified as Indirect Project Costs. ~~GAAP doesn't have specific guidance as to how such costs (if any) should be allocated to the cost of a self-constructed asset. Indirect costs should be distinguished from general and administrative costs. General and administrative costs are considered period costs: this means they are expensed in the period they are incurred; and as the result, general and administrative costs are not included in the cost of self-constructed assets.~~

Infrastructure and Infrastructure Improvements: Infrastructure is defined as long-lived capital assets that normally are: 1) stationary in nature and 2) can be preserved for a significantly greater number of years than most capital assets.

Land and Land Improvements: Land is the investment in the surface of the earth, which can be used to support structures, construct roads and highways, or may be used to grow crops, grass, shrubs, and trees. Land includes interests in land, such as easements, etc.

Construction-In-Progress: Fixed assets under construction represent Construction-in-Progress (CIP) and are recorded in a similar named general ledger account. They remain in such an account until the assets are put ~~in~~into service, at which time the costs of the assets are transferred into the respective capital asset account. The cost accumulation continues during construction in a construction-in-progress general ledger account. This is a fixed asset account with no associated depreciation because construction-in-progress is not depreciated.

Useful Life: The useful life of an asset is an estimate of the number of years an asset is likely to remain in service. There are a variety of factors that can affect useful life estimates, including usage patterns, the age of the asset at the time of purchase, and technological advances.

4. Connector JPA Capital Asset

The Capital Asset for the Connector JPA is the Capital SouthEast Connector Project~~, a Self-Constructed Roadway Infrastructure Project~~. All expenditures related to this asset shall be recorded under Construction-In-Progress and shall remain in such an account until the asset is put in service, at which time the costs of the asset shall be transferred into its respective capital asset account.

5. Connector JPA Capital Asset Useful Life

GASB 34 allows for reporting a government's infrastructure assets in one of two methods: The Modified Approach or the Depreciation Method. Since the Capital SouthEast Connector Project is being constructed by the Connector JPA on behalf of member agencies, the asset will be capitalized as constructed and the asset formulaically transferred to member agencies upon completion. The asset will then be depreciated accordingly by each member agency. ~~The JPA adopts the Modified Approach in dealing with the depreciation of infrastructure. Infrastructure shall have a 30 year useful life.~~

6. Connector JPA Capital Expenditures

Capital Expenditures for the Connector JPA ~~include, but~~ are all ~~not limited to,~~ direct ~~and indirect~~ outlays for the planning, engineering, management, administration, approval, permitting, mitigation, inspection, construction, and construction claims for the Capital SouthEast Connector Project, including the relocation or acquisition of rights-of-way, easements, utilities or public facilities or other property interests. Such expenditures shall be recorded within Construction-In-Progress or Land in the financial statements, according to the definitions in Section 3, above.

Capital Expenditures shall be properly allowable and allocable in accordance with the requirements of applicable Federal and State law, including Title 2 of the Code of Federal Regulations, Part 200.

~~Indirect Costs shall be allocated to the Project in accordance with the indirect cost allocation plan prepared for the JPA.~~

7. Connector JPA Capitalization Threshold

The JPA establishes $0 as the threshold amount for minimum capitalization.

All Capital Assets are recorded at historical cost as of the date acquired.

8. Disposition of Capital Assets Upon Project Completion

At the time of the Capital SouthEast Connector Project's ~~of project~~ completion, capital asset costs will be transferred internally to the applicable capital asset class. Pursuant to the Joint Exercise of Powers Agreement for the Elk Grove – Rancho Cordova – El Dorado Connector Authority dated December 12, 2006, upon project completion or termination of the JPA, capital assets will be allocated to the member in whose jurisdiction the real property is located, according to a formula to be determined by the Connector JPA.

9. Record Keeping

Invoices which substantiate the acquisition cost of all capital expenditures shall be retained until the project is complete + three years.

10. Delegation of Authority

The Executive Director of the Connector JPA shall have the authority, based on the advice of the Connector JPA's auditors and legal counsel, to modify this policy as needed.

RICHARDSON & COMPANY LLP
CERTIFIED PUBLIC ACCOUNTANTS

550 Howe Avenue, Suite 210
Sacramento, California 95825
Telephone: (916) 564-8727
FAX: (916) 564-8728

MANAGEMENT LETTER

Board of Directors
Capital Southeast Connector JPA
Mather, California

In planning and performing our audit of the financial statements of the governmental activities of the Capital Southeast Connector JPA (Connector JPA) for the year ended June 30, 2024, in accordance with auditing standards generally accepted in the United States of America, we considered the Connector JPA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Connector JPA's internal control. Accordingly, we do not express an opinion on the effectiveness of the Connector JPA's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

During our audit, we became aware of the following matters that have been included in this letter for your consideration:

Capital Asset Policy: We noted that the Capital Asset and Expenditure Policy refers to general and administrative indirect costs not being capitalized, even though the Connector JPA capitalizes all expenditures. In addition, the policy refers to the use of the modified approach to maintaining capital assets, even though the Connector JPA has taken the position that the asset will not be depreciated, but transferred to member agencies upon its completion. As a result, we recommend that the capital asset policy be revised to reflect Connector JPA's actual practices.

Reimbursement Requests: To facilitate recording these revenues in the same period as the corresponding expenses, we recommend that the Measure A reimbursement requests contain the underlying expenditures incurred date rather than the invoice date from the vendor. In addition, the state and federal reimbursement requests prepared through June 30, need to include all expenditures incurred, not just paid, through June 30 to ensure the revenue is recorded on the accrual basis.

Financial Information to Board: We noted that other than the budget to actual comparison information provided to the Board as part of the budget approval process, management has not provided financial information to the Board throughout the year. We recommend that the Connector JPA provide a budget to actual comparison at least quarterly to the Board.

Joint Powers Agreement: We recommend that the Connector JPA review their governing documents to ensure that they address how financial obligations, other than personnel-related liabilities, which are addressed in a contract with the County, would be handled upon dissolution of the Connector JPA.

We would like to take this opportunity to acknowledge the courtesy and assistance extended to us during the course of the audit. This communication is intended solely for the information and use of the Board of Directors, management, and others within the organization and does not affect our report dated November 5, 2024 on the financial statements of the Connector JPA.

Richardson & Company, LLP

November 5, 2024

ITEM 12 c

RESOLUTION 2025-02

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AMENDING THE CAPITAL ASSET AND EXPENDITURE POLICY

BE IT RESOLVED that the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority hereby amends its Capital Asset and Expenditure Policy as attached hereto.

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

* * * * *

PASSED AND ADOPTED this 28th day of February 2025, on a motion by Director ___________, seconded by Director____________, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Chairperson

ATTEST:

____
Secretary

CAPITAL | SOUTHEAST
CONNECTOR JPA
Connecting Communities

ITEM 13

MEETING DATE: February 28, 2025

TITLE: Authorize the Executive Director to Execute Agreements for General Counsel Legal Services and Special Counsel Legal Services

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Resolution 2025-03 authorizing the executive director to execute agreements for General Counsel Legal Services and Special Counsel Legal Services.

INTRODUCTION

Delivering large, high-profile transportation projects requires extensive legal expertise, including litigation, CEQA compliance, right-of-way acquisition, construction contracts, and a deep understanding of the unique challenges faced by transportation planning agencies.

The JPA's current agreement with Sloan Sakai for General Counsel legal services is set to expire on March 1, 2025, with no further extensions permitted.

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 2024-17, approved November 15, 2024, authorized staff to release a Request for Proposals ("RFP") for general legal services to support the JPA and its project delivery efforts.

Since its formation, the Capital SouthEast Connector Joint Powers Authority (JPA) has retained Sloan Sakai as its General Counsel, providing comprehensive legal services to support the agency's governance, regulatory compliance, and contractual obligations. Sloan Sakai is a well-regarded law firm with extensive experience representing local government agencies across California. The firm has played a key role in ensuring the JPA's compliance with state and federal laws, including the Brown Act, the Public Records Act, and the California Environmental Quality Act (CEQA).

As a transportation infrastructure agency, the JPA also encounters specialized legal challenges in areas such as transportation funding, climate regulations, and land use policies. In these instances, the engagement of Special Counsel provides targeted legal expertise to ensure compliance with evolving state and federal requirements.

SUMMARY OF PROCUREMENT

- The RFP was advertised on ConnectorJPA.com, Public Notices were published in two newspapers of general circulation, and the RFP was e-mailed to approximately 30 firms.

- The RFP was available January 10, 2025, and proposals were due no later than 4:00 p.m. on January 31, 2025.

- The JPA received two proposals, one from Sloan Sakai Yeung & Wong (Sloan Sakai) for General Counsel Legal Services and one from Kronick Moskovitz Tiemdemann & Girard (Kronic) for Special Counsel Legal Services.

- 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 the formation of the JPA, and qualifications best met the needs of the JPA and is recommended for award of the agreement.

- Based on Kronic's proposal and experience, it was determined that Kronic is well suited to provide special counsel legal services as needed.

DISCUSSION

General Counsel Services Provided by Sloan Sakai:

Sloan Sakai has successfully provided General Counsel services to the JPA since its inception. The firm has deep expertise in public agency law and governance, with key responsibilities including:

- Board Governance and Compliance – Ensuring adherence to the Brown Act and Public Records Act, which govern open meetings, transparency, and public access to information.

- Regulatory Compliance – Advising on environmental laws such as CEQA, ensuring the JPA meets all applicable legal requirements.

- Contract Review and Legal Agreements – Drafting and reviewing contracts, memoranda of understanding (MOUs), and grant agreements to ensure compliance with state and federal requirements.

- Personnel and Employment Matters – Providing legal counsel on employment policies, personnel issues, and labor relations.

Sloan Sakai's long-standing knowledge of the JPA's structure and mission enables them to provide effective and informed legal representation.

Special Counsel Services Provided by Kronic:

Kronick, Moskovitz, Tiedemann & Girard (Kronick) is a highly experienced law firm with deep expertise in:

- SB 375 and Climate Change Regulations – Kronick provides guidance on Senate Bill 375 (SB 375), which integrates land use planning with state climate policies by requiring regional transportation projects to align with Sustainable Communities Strategies (SCS) and greenhouse gas (GHG) reduction targets. The firm helps agencies develop legally defensible strategies that comply with California Air Resources Board (CARB) mandates.

- Vehicle Miles Traveled (VMT) Compliance – Under SB 743, agencies must assess transportation projects based on their impact on VMT rather than traditional level-of-service (LOS) metrics. Kronick offers expertise in ensuring that project approvals, CEQA compliance, and mitigation measures align with state VMT reduction policies.

- Transportation and Infrastructure Funding – Kronick provides counsel on state and federal funding programs, regulatory compliance, and strategies for securing competitive transportation grants.

- Land Use and Environmental Law – Kronick's attorneys are well-versed in CEQA, NEPA, water law, and land use regulations, making them a valuable resource for project-specific legal needs.

In addition, Kronick could be engaged when Sloan Sakai has a perceived conflict of interest, ensuring independent and objective legal representation for the JPA.

RECOMMENDATION

Staff recommends that the Board acknowledge the continued role of Sloan Sakai as General Counsel while authorizing the engagement of Special Counsel, such as Kronick, on an as-needed basis for transportation funding, climate policy, SB 375 compliance, and other specialized legal matters.

The costs for Legal Services are included in the JPA's annual legal budget and remain unchanged from prior years.

BUDGET

The JPA has an annual legal budget of $250,000, subject to Board approval. The agreements will establish individual spending limits for each firm to ensure that total expenditures remain within budget.

These limits will be monitored by staff to manage costs efficiently and maintain fiscal responsibility. Costs will be tracked and reported to the Board as part of the JPA's financial oversight process.

The FY 2024-25 Budget approved up to $250,000 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 2025-03
b. Draft Legal Agreements with Sloan Sakai and Kronick

ITEM 13 a

RESOLUTION 2025-03

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENTS WITH SLOAN SAKAI YEUNG & WONG LLP FOR GENERAL COUNSEL LEGAL SERVICES AND KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD FOR SPECIAL COUNSEL 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 three-year agreements with Sloan Sakai Yeung & Wong LLP for General Counsel Legal Services and Kronick, Moskovitz, Tiedemann & Girard for Sepcial Counsel Legal Services.

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

* * * * *

PASSED AND ADOPTED this 28th day of February 2025, 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 **1st day of March 2025**, 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. <u>Time of Performance:</u> 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 **March 1, 2028**, unless otherwise terminated as provided for in this Agreement or extended by written Agreement between the parties.

2. <u>Scope of Work:</u> 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. In addition, items of work deemed critical by the Authority's Executive Director may be needed to complete the Project further. If a submittal or deliverable is required to be an electronic file, the 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). 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 the Authority's Executive Director.

Unless otherwise indicated, receipt of this executed Agreement is the 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.

---

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

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:

A. Annual Budget Allocation & Payment Structure

1. Time and Materials Basis: Payment to Consultant shall be made on a Time and Materials Basis as set forth in **Exhibit "A" – Cost Proposal / Schedule of Rates.**

2. Annual Budget Dependency: Consultant acknowledges that this Agreement is subject to annual budget approval and allocation by the Authority. The Authority shall have no obligation to pay for services in excess of the amount budgeted for each fiscal year.

3. Annual Not-to-Exceed Amount: The total compensation under this Agreement shall not exceed the amount allocated in the Authority's approved annual budget for each respective fiscal year.
   - **For Fiscal Year 2025, the not-to-exceed amount is $250,000.**
   - For each subsequent fiscal year, the Authority shall determine and allocate funding as part of its annual budget process.

4. Modification Due to Budget Constraints: If the Authority does not allocate sufficient funds in any fiscal year, it may:
   - Adjust the scope of work to align with the approved budget;
   - Temporarily suspend services until funding is available; or
   - Terminate this Agreement without further liability, except for services rendered and properly invoiced prior to termination.

B. Billing and Reimbursement

1. Consultant shall be paid at the times and in the manner set forth in this Agreement. Payment shall be full compensation for all expenses incurred in the performance of work, including travel, per diem, and other direct costs unless expressly provided otherwise.

2. Reimbursable Direct Costs: Other direct costs include:
   - o Filing fees and other fees fixed by law or assessed by courts and agencies;

- Courier and overnight delivery service;
- Travel expenses, limited to vehicle mileage at the IRS business rate;
- Investigation expenses (pre-approved by the Authority);
- Consultants' fees (pre-approved by the Authority);
- Copy service fees.

3. Itemization and Markup: All costs and expenses shall be fully itemized at actual cost, and no markup shall apply to reimbursable 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. <u>Assignment:</u> 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. <u>Binding Agreement</u>: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. <u>Time:</u> Time is of the essence in this Agreement.

12. <u>Amendments</u>: 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. <u>Consultants and Subconsultants:</u> 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**
Workers' Compensation; Employer's Liability	Statutory requirements for Workers' Compensation; $1,000,000 Employer's Liability.
Comprehensive Automobile: Insurance Services Office, Form #CA 0001 covering Automobile Liability, code 1 (any auto).	Bodily Injury/Property Damage $1,000,000 each accident.
General Liability: 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 warrants 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. <u>Audit, Retention and Inspection of Records:</u>

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. <u>Project Managers:</u> 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 **Osman Mufti**. 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:

Osman Mufti, 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.

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

____
Osman Mufti
Partner

Attachments:

Exhibit A, Cost Proposal

Response to Capital SouthEast Connector JPA

COST PROPOSAL

SloanSakai

Sloan Sakai Yeung & Wong LLP

January 31, 2025

Primary Contact:
Osman I. Mufti
omufti@sloansakai.com
555 Capitol Mall., Suite 600
Sacramento, CA 95814
916-258-8800

COST PROPOSAL

Sloan Sakai Yeung & Wong LLP takes pride in providing the most cost-effective services possible to its clients. Our commitment to serve public agencies is reflected in hourly rates below those charged by attorneys with comparable experience and backgrounds.

A. Hourly Rates

Rates are subject to change no more than once annually.

The following are the proposed hourly rates charged to the Connector for the firm's attorneys. A further breakdown of these rates can be provided, if necessary for compliance with federal and state contracting requirements.

Osman I. Mufti	$ 325
Nancy C. Miller	$ 350
DeeAnne Gillick	$ 315
Madeline Miller	$ 315
Partners/ Of Counsel	$ 315 - $415
Sr. Counsel	$ 285 - $345
Associates	$ 250 - $310
Paralegals	$ 135

Invoices will show the attorney or paralegal performing services, a description of the services rendered, and the amount of time devoted to the described tasks. The minimum billing time for attorneys and paralegals is 1/10th of an hour. The firm charges one-half time for attorney travel time.

B. Other Direct Costs

Sloan Sakai requests reimbursement for "out of pocket" costs and expenses incurred by the firm (at actual cost, no markup) including: filing fees and other fees fixed by law or assessed by courts and other agencies; courier and overnight delivery service; travel expenses, which typically consist of vehicle mileage only (mileage is charged at the IRS business rate); Westlaw legal research fees; investigation expenses (as pre-approved by the client); consultants' fees (as pre-approved by the client); court reporter's fees; registered copy service fees; and other similar items. All costs and expenses are fully itemized. The firm charges no administrative or overhead fee. The firm will obtain advance client consent before retaining outside investigators, consultants or expert witnesses, or incurring filing fees.

C. Total Estimated Hours

We estimate that our hours would average at $16,000 per month, assuming typical legal services would be required, which is within the $200,000 amount set by the Connector JPA Board of Directors. While we do not anticipate that the Connector would become involved in significant litigation, mediation, or arbitration, a budget increase would be necessary if that were the case. If that situation arose, we would negotiate the increase prior to commencing work outside of the budget.

We take satisfaction in our ability to work efficiently and in a cost-effective manner. These characteristics are evident in our firm's track record of staying below the budgeted amount during our previous legal services contracts with the Connector.

CAPITAL SOUTHEAST CONNECTOR
JOINT POWERS AUTHORITY

AGREEMENT

This AGREEMENT is made and entered into this **1st day of March 2025**, 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 **Kronick, Moskovitz, Tiedemann & Girard** , 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 **March 1, 2028**, unless otherwise terminated as provided for in this Agreement or extended by written Agreement between the parties.

2. Scope of Work: Kronick 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. In addition, items of work deemed critical by the Authority's Executive Director may be needed to complete the Project further. If a submittal or deliverable is required to be an electronic file, the 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). 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 the Authority's Executive Director.

Unless otherwise indicated, receipt of this executed Agreement is the 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.

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

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:

A. Annual Budget Allocation & Payment Structure

1. Time and Materials Basis: Payment to Consultant shall be made on a Time and Materials Basis as set forth in **Exhibit "A" – Cost Proposal / Schedule of Rates.**

2. Annual Budget Dependency: Consultant acknowledges that this Agreement is subject to annual budget approval and allocation by the Authority. The Authority shall have no obligation to pay for services in excess of the amount budgeted for each fiscal year.

3. Annual Not-to-Exceed Amount: The total compensation under this Agreement shall not exceed the amount allocated in the Authority's approved annual budget for each respective fiscal year.
    - **For Fiscal Year 2025, the not-to-exceed amount is $250,000.**
    - For each subsequent fiscal year, the Authority shall determine and allocate funding as part of its annual budget process.

4. Modification Due to Budget Constraints: If the Authority does not allocate sufficient funds in any fiscal year, it may:
    - Adjust the scope of work to align with the approved budget;
    - Temporarily suspend services until funding is available; or
    - Terminate this Agreement without further liability, except for services rendered and properly invoiced prior to termination.

B. Billing and Reimbursement

1. Consultant shall be paid at the times and in the manner set forth in this Agreement. Payment shall be full compensation for all expenses incurred in the performance of work, including travel, per diem, and other direct costs unless expressly provided otherwise.

2. Reimbursable Direct Costs: Other direct costs include:
    - Filing fees and other fees fixed by law or assessed by courts and agencies;

- Courier and overnight delivery service;
- Travel expenses, limited to vehicle mileage at the IRS business rate;
- Investigation expenses (pre-approved by the Authority);
- Consultants' fees (pre-approved by the Authority);
- Copy service fees.

3. Itemization and Markup: All costs and expenses shall be fully itemized at actual cost, and no markup shall apply to reimbursable 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**
Workers' Compensation; Employer's Liability	Statutory requirements for Workers' Compensation; $1,000,000 Employer's Liability.
Comprehensive Automobile: Insurance Services Office, Form #CA 0001 covering Automobile Liability, code 1 (any auto).	Bodily Injury/Property Damage $1,000,000 each accident.
General Liability: 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.

Errors and Omissions/Professional Liability: 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 warrants 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. <u>Audit, Retention and Inspection of Records:</u>

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. <u>Project Managers:</u> 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 **Russell Frink**. 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:

Mona G. Ebrahimi
Kronick, Moskovitz, Tiedemann & Girard
1331 Garden Hwy, 2nd Floor
Sacramento, CA 95833

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

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD

____

Mona G. Ebrahimi
Shareholder

Attachments:

Exhibit A, Cost Proposal

KRONICK

Cost Proposal

As a full-service law firm, Kronick makes it a primary goal to manage legal costs through efficient staffing and competitive pricing of services. We find that a team approach to serving our clients provides for a mutually beneficial relationship by allowing our attorneys to draw on each other's knowledge and experience to the ultimate benefit of our clients.

Kronick maintains a sophisticated and flexible billing system, which allows clients to monitor their legal costs bi-weekly and receive alerts when their legal bills reach a certain threshold. Hourly rates are billed in increments of one-tenth of an hour for the legal staff involved, multiplied by the hours devoted on the client's behalf. Kronick's usual billing procedure is to submit a monthly itemization identifying the attorneys performing services, along with the time and a description of the services. Notwithstanding our usual procedure, Kronick can create custom statements specific to Connector JPA's current billing needs.

Hourly Rate For Special Counsel Work

Russell Frink	$400
Mona G. Ebrahimi	$425
Andreya Woo Nazal	$350

Fee Adjustments

Kronick's rates would be adjusted upward effective July 1 of each year generally by 5%.

Other Charges

Kronick bills for computer-assisted research (Westlaw/Lexis and other online services) at the actual discounted cost to Kronick. Travel expenses are reimbursable at the actual cost incurred for lodging, meals, parking, and bridge tolls, plus mileage at IRS-approved rates. Photocopying will be billed at $0.15/page for black and white and $0.75/page for color. Delivery charges, such as U.S. Mail, Federal Express, courier services, etc. are billed at Kronick's actual cost. Also billed at cost would be fees assessed by courts and administrative agencies, and prior approved costs for experts and consultants, if any. Any other expenses incurred by Kronick would be billed to the client at Kronick's actual cost. Kronick does not charge for faxes or long-distance telephone calls, nor does it charge for secretarial time.

ITEM 14

MEETING DATE: February 28, 2025

TITLE: Authorize the Executive Director to Execute a Master On-Call Agreement with 4LEAF, Inc. for Managing Mitigation Inspection and Construction Work Performed under the California Uniform Public Construction Cost Accounting Act

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Resolution 2025-04, authorizing the Executive Director to enter into a Master On-Call Agreement with 4LEAF, Inc.

BACKGROUND

The JPA parcel near Grant Line Road and Jackson Road is approximately 150 acres with active cattle grazing via a grazing lease. Periodic routine maintenance is required on the properties, including disking for firebreaks, junk removal, cattle truck access and paddock repair, and watering pond erosion repair.

Additionally, a water supply from the adjacent parcel is being used to provide drinking water for the cattle, and a water supply on the property should be established to ensure the cattle have a dependable water source.

Staff anticipates entering into an on-call services agreement for these routine maintenance activities associated with preserving the ecological resources on the properties.

In 2023, the Board approved Resolution 2023-16 authorizing the Executive Director to

i) solicit bids for fencing and execute agreements for fencing up to an amount not-to-exceed $150,000, and

ii) ii) solicit bids for routine maintenance activities related to JPA mitigation properties and execute agreements with qualified contractor(s) for routine maintenance activities up to a total not-to-exceed amount of $100,000.

In 2024, the Board approved Resolution 2024-06, electing to be subject to the California Uniform Public Construction Cost Accounting Act ("CUPCCAA") for small routine construction and maintenance activities.

ANTICIPATED WORK

Prior to issuing any Task Orders, staff will negotiate a detailed scope of work and cost proposal. For any task order work exceeding the Executive Director's contract authority limit ($50,000), a contract will be presented for the Board's consideration in accordance with JPA policy.

ON-CALL MANAGEMENT AND INSPECTION SERVICES UNDER CUPCCAA

4LEAF will assist the Connector JPA by completing the following work:

- Develop a list of registered contractors per the Commission's Cost Accounting Policies and Procedures Manual. Public Contract Code 22034 requires the development of a list of registered contractors. This involves inviting contractors to be placed on the list by publishing notices in trade journals.

- Solicit bids for routine maintenance activities related to JPA mitigation properties and recommend agreements with qualified contractor(s) for routine maintenance activities, such as driveway improvements, well installation, fencing repair, and gate installation.

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.

The FY 2022 Budget approved up to $2,759,137 in Mitigation.

ATTACHMENT

a. Resolution 2025-04
b. Draft Master On-Call Agreement

ITEM 14 a

RESOLUTION 2025-04

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A MASTER ON-CALL AGREEMENT WITH MADRONE 4LEAF, 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 a Master On-Call Agreement with 4LEAF Inc.

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

* * * * *

PASSED AND ADOPTED this 28th day of February, 2025, 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

MASTER ON-CALL AGREEMENT

This AGREEMENT is made and entered into this **1st day of March 2025**, 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 **4LEAF, Inc.** , a California corporation, (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 **March 1, 2028**, 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 on-call construction management, inspection, and/or civil engineering plan check services pursuant to Task Orders agreed to by the parties, as provided in Section 3.

3. Task Orders: After a project to be performed under this Agreement is identified by the Authority, the Consultant will prepare a draft Task Order in substantially the form attached hereto as **Exhibit A** to this Agreement.

   a. A draft Task Order will identify the following: 1) the scope of services containing a detailed description of the services to be performed; 2) the fee containing the rates of compensation, fees, expenses and a not-to-exceed amount; and 3) the schedule of performance enumerating a timeline for completion of tasks including a deadline for deliverables. The draft Task Order will be delivered to the Authority for review. The Cost Proposal will include a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, and total dollar amount. The cost proposal shall utilize the hourly rates in **Exhibit B – Master Agreement Fee Schedule**. After agreement has been reached on the negotiable items

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

and total cost, the finalized Task Order shall be signed by both the Authority and the Consultant. The final Task Order shall state that payments under the Task Order shall not exceed the total dollar amount stated.

b. A Task Order is of no force or effect until returned to the Authority and signed by an authorized representative of the Authority. Any Task Order with a total dollar amount exceeding fifty thousand dollars ($50,000) will require approval by the Authority's Board. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the Authority and approved by the Authority's Board, if such approval necessary.

c. 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 a Task Order must be submitted by Consultant in writing for prior review and approval by the Authority's Executive Director. Approval shall not be effective unless such approval is made by the Authority in writing.

d. If a submittal or deliverable identified in an executed Task Order 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 the Authority's Executive Director.

4. <u>Standard of Quality</u>: 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.

5. <u>Compliance with Laws</u>: 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.

6. <u>Consideration:</u> Consultant will be reimbursed for hours worked at the hourly rates specified in Exhibit B – Master Agreement Fee Schedule. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and profit. These rates may only be adjusted as set forth in Exhibit B. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the Cost Proposal and identified in the Cost Proposal and in the executed Task Order.

A. Reimbursable Direct Costs: Other direct costs include:
   - Filing fees and other fees fixed by law or assessed by courts and agencies;
   - Courier and overnight delivery service;
   - Travel expenses, limited to vehicle mileage at the IRS business rate;
   - Investigation expenses (pre-approved by the Authority);
   - Consultants' fees (pre-approved by the Authority);
   - Copy service fees.

B. Itemization and Markup: All costs and expenses shall be fully itemized at actual cost, and no markup shall apply to reimbursable direct costs.

7. 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.

8. 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.

9. Termination:

e. 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.

f. 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.

10. 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.

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

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

13. 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.

14. 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.

15. 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.

16. 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**
Workers' Compensation; Employer's Liability	Statutory requirements for Workers' Compensation; $1,000,000 Employer's Liability.
Comprehensive Automobile: Insurance Services Office, Form #CA 0001 covering Automobile Liability, code 1 (any auto).	Bodily Injury/Property Damage $1,000,000 each accident.
General Liability: 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.

Errors and Omissions/Professional Liability: 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 warrants 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.

17. <u>Audit, Retention and Inspection of Records:</u>

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.

18. <u>Project Managers:</u> 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 **Dan Wolfe**. 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:

Bert Gross
4Leaf Inc.
8896 N. Winding Way
Fair Oaks, CA 95628

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

20. 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.

21. 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.

22. 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).

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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

SLOAN SAKAI

____
OSMAN MUFTI
General Counsel

4LEAF Inc.

____
BERT GROSS
Principal In Charge

Attachments:

Exhibit A, Task Order Template
Exhibit B, Fee Schedule

TASK ORDER NO. ___
TO THE
MASTER ON-CALL SERVICES AGREEMENT
BETWEEN CAPITAL SOUTHEAST CONNECTOR JPA
AND [INSERT FULL LEGAL NAME OF CONSULTANT]

This Task Order No. __ is entered into on this ___ day of _______________ , 20__ ("Effective Date") by and between **Capital SouthEast Connector JPA**[1] (the "Connector") and [**Insert full legal name of Consultant]** ("Consultant"), a California [Insert entity status (Corporation, Partnership, Limited Liability Company etc.)].

WHEREAS, the Connector and Consultant entered into a Professional Services Agreement on [Insert date of Master On-Call Services Agreement] (the "Agreement"); and

WHEREAS, the Consultant now agrees to perform the following scope of services for this Task Order No. __.

NOW, THEREFORE, the parties agree to the following:

1. **Scope of Services**

   a. Task [Task Order No.].1
      [Insert detailed description of each task to be performed]
   b. Task [Task Order No.].2
      [Insert detailed description of each task to be performed]

2. **Fee**

   Consultant will provide the above Scope of Services for an amount Not-to-Exceed _________, per **Exhibit C**.

   The Fees to be paid Consultant, as provided in this Task Order No. __, shall be in compensation for all of Consultant's expenses incurred in the performance of work under this Task Order No. __, 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.

3. **Schedule of Performance**

   [Insert timeline for completion of tasks, including deadlines for deliverables]

---

[1] The full legal name of the Capital SouthEast Connector Joint Powers Authority is the "Elk Grove-Rancho Cordova-El Dorado Connector Authority."

All work under this task order shall be completed on or before ____________, 20___, unless otherwise authorized in writing by the Executive Director of the Connector.

4. **Deliverables**

   [List Deliverables to be provided]

5. **Assumptions and Exclusions**

   [List assumptions and exclusions, if any]

6. This Task Order No. __ is subject to the terms and conditions of the Agreement. This Task Order No. __ may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute on and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Task Order No. __ and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, Connector and Consultant have entered into this Task Order No. __ as of the Effective Date.

CAPITAL SOUTHEAST CONNECTOR JPA

____
DEREK MINNEMA
Executive Director

[**INSERT FULL LEGAL NAME OF CONSULTANT**]

____
NAME
Title

2025 FEE SCHEDULE & BASIS OF CHARGES

Position	Rate Range ($/Hr)*
Project Administrator	$ 142
Construction Inspector	$ 182
Construction Manager	$ 196
Plans Examiner	$ 178
Project Manager	$ 198
Environmental Engineer	$ 188
Qualified SWPPP Developer (QSD)	$ 178
Office Engineer	$ 172
Staff Professional	$ 172
Permit Expeditor	$ 178
Principal	$ 205

Vehicle, 2-Wheel Drive $860/month
Vehicle, 4-Wheel Drive $1,250/month
Mileage, 2-Wheel Drive $0.65/mile

All Fees Subject to Basis of Charges

BASIS OF CHARGES

A. Rates shown assume projects under this on-call contract will require compliance with California Prevailing Wage rate requirements and assumes the District will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for the project.

B. Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR. Rates based on California DIR's wage determinations dated 08-22-15.

C. Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the District to the CA DIR for each project, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. 4LEAF will not know the labor classification of the Public Works Apprentice until an Apprentice is dispatched to the site; therefore, the rates for the five Periods listed under the California DIR's Wage determination for Building Construction Inspector issued 08-22-2015 were used to determine the range of Calendar Year 2016 hourly rates for Public Works Inspector Apprentice.

D. All invoicing will be submitted monthly.

E. Overtime and Premium time will be charged as follows:
   - *Regular time (work begun after 5AM or before 4PM)* — *1 x hourly rate*
   - *Night Time (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
   - *Overtime (over 8 hours M-F or Saturdays)* — *1.35 x hourly rate*
   - *Overtime (over 8 hours Sat or 1st 8 hours Sun)* — *1.75 x hourly rate*
   - *Overtime (over 8 hours Sun or Holidays)* — *2.0 x hourly rate*

F. Site work is subject to an 8-hour minimum.

G. Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.

H. Rates are subject to an annual escalation based on the Consumer Price Index (CPI).

I. Any travel more than 60 miles from the 4LEAF Sacramento area office to project site will be charged mileage and State per diem rate.

Why 4LEAF?

Our team is well-versed in the construction management scope of services, including utility coordination, enforcing traffic control plans, public and business owner outreach, job safety, and QA/QC operations. **Our proposed team understands the Caltrans Standard Plans, Specifications,** and Local Assistance Manual, and has **extensive relevant project experience**.

Below is a list of 4LEAF's recent local roadway projects where we provided Construction Management or Inspection services.

- San Marcos Creek District Project, City of San Marcos (Road Widen, Bridges, Levees) $62M, *in progress*
- South Willows Commercial and Industrial Center, City of Willows EDS/CDBG funded $3.5M (2020)
- Clearlake Oaks Safe Routes to School Project, Lake County, CDBG funded $5.5M (Oct. 2018)
- Lincoln Boulevard Improvements, Phase 1, 1A, and 2, City of Lincoln, $5M, (2019)
- SR89 UPRR Mousehole Undercrossing Pedestrian Improvements, Town of Truckee, $13M (April 2016)
- City of Colfax UPRR/Pedestrian Improvements, $600K, (Fall 2015)
- California Dept of Parks & Rec - Chino Hills State Park 2.5 Mile Entrance Road, $12.5M (June 2015)
- City Wide Sanitary Sewer Improvements, City of Burlingame (2015)
- PG&E Gas Line Replacement, City of West Sacramento (2014)
- Auburn Boulevard Complete Streets, City of Citrus Heights, $10M (2015)
- Miller Avenue Streetscape, City of Mill Valley (2017)
- Old Redwood Highway Rehab and Downtown Area Street Plan (Spring 2017)
- City-wide Pavement Rehabilitation Project, City of Hayward, (Fall 2016)
- Water Treatment Plant Projects, City of Folsom (January 2016)
- UPRR Pedestrian Improvements, City of Colfax, $300K (November 2015)
- Tower Bridge Gateway East, City of West Sacramento $6M (completed 2012)
- West Capitol Avenue Streetscape, City of West Sacramento, $7M (completed 2010)
- I-215 Airport Interchange/Bridge, Clark County Public Works, Nevada, $34M (2013)
- San Francisco Marina Yacht Harbor – America's Cup Renovation, $22M (2013)
- Desert Inn Super Arterial Deck, Las Vegas Blvd, Clark County, Nevada, $3.8M (August 2011)
- Cactus Avenue / UPRR Grade Separation, Clark County, Nevada, $8.5M (March 2014)

Credentials of proposed team:

- Principal in Charge - Bert Gross CA Registered Professional Engineer M 30221 exp. 12/31/2021
- Resident Engineer - Jim Ewertsen CA Registered Professional Engineer CE 57246 exp. 12/31/2021

California Department of Parks and Recreation (DPR)
On Call Construction Management Services – California State Parks

Client Reference:
CA Dept. of Parks & Rec
One Capitol Mall, Suite 500
Sacramento, CA 95817

Ron Birkhead CM Supv (ret.)
P: (916) 297-2931 cell
rbirkhead@msn.com

4LEAF Proposed Staff:
Bert Gross, Roger Gross
Dates: 2006-present.

4LEAF currently provides On Call Project Management, Construction Management, and Inspection Services for California State Parks. We are DPR's ***sole consultant*** providing Construction Management and Inspection services for all their projects State-wide.

4LEAF has served on more than 400 projects for California DPR over the last 13 years, having been ***repeatedly selected*** **as their sole provider** of these services. Our duties include coordinating and administering construction projects from the concept phase through the completion of construction. **We provide onsite construction management and inspection services on relevant projects including roadways, bridges, trails, lagoons, creeks, utility installations, drainage systems, and park facilities.**

Relevant State Park Projects

Project: Calaveras Big Trees State Park – Road Widening & Grading (*in progress*)
Bert Gross, Principal

Calaveras Big Trees State Park was established to preserve a stunning stand of giant sequoias. 4LEAF's Paul Phyfer provided inspection services on this $1M project that widens the access roads into the state park. The project required coordination with State DPR environmental staff and for tree removal. Project scope includes extensive grading, the installation of retaining walls for sediment control, improved culverts and drainage systems, and re-constructed roadside shoulders.

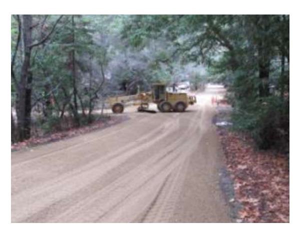
Project: FOLSOM POWERHOUSE – Pedestrian Bridge and Trails
Bert Gross, Principal

4LEAF was the Inspector of Record for this project. In addition to seismic retrofits made to the Powerhouse, the scope of work included repairing the historic pathway to ADA compliance, and reconstructing the historic footbridge, by rebuilding the existing structure using pre-fabricated bridge sections. Work also included reconstructing the bridge approach, installing metal fencing and gates, installing site lighting, fire detection, security systems and lead abatement, repairing a historic highway bridge, and adding ADA compliant parking stalls.

Project: Chino Hills State Park – Entrance Road and Bridges
Bert Gross, Principal

This project constructed a new entrance road at Chino Hills State Park. The scope included a 90-foot double railcar bridge that spans across the lower creek bed. The Railcar bridge sits on ten 45-foot deep drilled pile footings and concrete abutments. The project included the installation of underground electrical and communication lines, and new upper roadways were lined with roadway guardrails, and built to Caltrans Specifications. The project included 13 new water drainage culverts and several retaining wall structures.

Project: Pfeiffer Big Sur State Park, Entrance Road & Bridges
Bert Gross, Principal



The project constructed a new access road that connects the Lodge parking lot to the rental units, and installed vehicle and pedestrian bridges. The project realigned sewer lines, and installed a lift station, water lines, storm drains, culverts, and electrical. A new ADA compliant pedestrian trail and wood deck were also constructed, the parking lot was resurfaced, and landscape, irrigation and storm water filtration system was installed.

B. KEY PERSONNEL

PRINCIPAL IN CHARGE, Bert Gross, P.E.	

Bert Gross is Vice President of 4LEAF and a California-registered Professional Engineer with more than 25 years of experience managing complex public works projects. He is responsible for staffing and financial management of 4LEAF's Construction Management and Inspection projects. He will provide monthly or as needed accounting updates on the status of the 4LEAF contract. Bert currently manages long-term, on-call construction management and inspection services contracts for several local, public sector clients including the City of West Sacramento, California State Parks, and Sacramento Regional Transit District. Bert is experienced in project planning, construction procurement and managing projects with multiple funding sources. He is experienced with managing change order negotiations, and client relations.

CONSTRUCTION MANAGER, Jim Ewertsen, PE	

Jim Ewertsen is a California-registered Civil Engineer with more than 29 years of experience in the civil engineering and construction. He has served as principal Engineer of Record and prepared construction documents/ drawings for more than 250 construction projects. Jim has led large roadway and public works projects as a CM/RE in the field. These projects include the federally funded street and highway rehab project for the City of Cotati, the **$60M San Francisco Bay Ferry Operations and Maintenance Facility** on Alameda Bay, and his current project, the City of Sacramento's **$45M McKinley Water Vault** project in midtown Sacramento.

John Van Osdol/Construction Inspector	

John is a seasoned construction inspector whose experience includes 32 years with the City of San Jose on public works projects. John holds certifications for water systems; and brings expertise in underground including storm drains, large pipelines, mass grading, and utility work.

As a Senior Inspector John supervised a group of inspectors that were responsible for utility work, USA locating and multi-jurisdictional projects such as Highway 85 and 87.

ITEM 15

MEETING DATE: February 28, 2025

TITLE: Update on the Connector Project

PREPARED BY: Matt Lampa

RECOMMENDATION

Receive a comprehensive update on the Connector project and provide input as desired.

BACKGROUND

Significant progress has been achieved on the Capital SouthEast Connector Project in recent years, with approximately 6.5 miles of roadway improvements completed along Kammerer Road, Grant Line Road, and White Rock Road. These enhancements include roadway reconstruction, the addition of a Class I bike trail, major utility relocations, and drainage improvements.

Building on this momentum, staff has worked collaboratively with member agencies and project partners to secure additional funding. The project has successfully leveraged local funding to obtain state and federal contributions for various segments, as detailed below:

Segment	Recent State & Federal Funding Secured
Kammerer Road	$7,500,000
Grant Line Road	$28,000,000
White Rock Road	$4,000,000
Total	**$39,500,000**

Additionally, an extensive outreach program has been implemented to educate the public, raise awareness, and engage state and federal representatives in garnering support. These efforts have contributed significantly to the project's funding success, with numerous letters of support from community members, businesses, and bipartisan legislators.

Currently, staff continues to pursue funding opportunities and advance design efforts for approximately nine miles of the alignment, aligning with the Board-approved work plan. The following sections provide updates on key project segments.

KAMMERER ROAD

Kammerer Road Extension (Connector Segment A1)

This project will construct a four-lane expressway with an adjacent Class I trail, extending Kammerer Road approximately three miles from Bruceville Road to the Hood/Franklin Interchange at Interstate 5 (I-5).

The initial phase will deliver a two-lane roadway with an adjacent Class I path, connecting to recently completed improvements between Bruceville Road and State Route 99.

The project is environmentally cleared and currently in the final design and right-of-way acquisition phase. A portion of the project includes modifications to the State Highway at the Hood/Franklin Road Interchange, a railroad grade separation, and utility relocations, requiring coordination with Caltrans, UPRR, CPUC, and utility owners.

The right-of-way phase is funded with $7.5M in federal funds, with ongoing collaboration with the City of Elk Grove to secure construction funding. Construction could begin in 2027/2028, pending available funding.

GRANT LINE ROAD

Grant Line Road and Wilton Road Operational Improvements (Connector Segment C)

Connector Segment C will improve Grant Line Road to four lanes with a median and an adjacent multi-use path from Bond Road to Calvine Road. The initial phase focuses on targeted operational improvements at the Wilton Road intersection.

To support these efforts, the JPA and the City of Elk Grove completed a Precise Roadway Plan (PRP) in 2022, outlining preliminary engineering plans for a four-lane facility and intersection controls at six locations along the Connector.

The Operational Improvements project builds on this by advancing preliminary engineering and obtaining environmental clearance for intersection improvements at Wilton Road, the busiest intersection along Segment C.

The project will evaluate traffic signal modifications, a roundabout, and potential realignment of Wilton Road. Once a preferred alternative is selected and environmentally cleared, the project can proceed with final engineering design and right-of-way acquisitions.

The Grant Line Road Safety and Freight Mobility Project *(Connector Segment D2)*

Connector Segment D2 will reconstruct Grant Line Road into a four-lane expressway with an adjacent Class I trail. The Grant Line Road Safety and Freight Mobility Project represents the initial phase, involving the two-lane reconstruction of approximately 3.5 miles from Chrysanthy Boulevard to White Rock Road, along with utility relocations and drainage improvements.

This project extends recent improvements between White Rock Road and Prairie City Road and will significantly enhance safety by correcting a 25 mph curve near the Teichert Aggregate Plant.

Final engineering design and right-of-way acquisition work is underway. Appraisal work is ongoing, with Board approvals for just compensation anticipated in May and August. Additionally, staff is coordinating with the City of Rancho Cordova and Sacramento County on offers of dedication related to adjacent developments.

The engineering design is funded by a $3M grant awarded by the California Transportation Commission (CTC) through the Trade Corridor Enhancement Program (TCEP). Construction will be funded by a $25M federal RAISE grant, with an additional $20M TCEP funding request pending. CTC awards are scheduled for June, and construction is anticipated to begin in 2027.

WHITE ROCK ROAD

White Rock Road Class I Trail (Connector Segment D3)

Connector Segment D3 will reconstruct White Rock Road into a four-lane expressway with an adjacent Class I trail. Approximately two miles have already been completed between Prairie City Road and East Bidwell Street. The next phase will involve constructing a Class I Trail north of White Rock Road, consistent with the ultimate corridor plan.

This project will extend two miles of the recently constructed Class I Trail and close a gap between existing pedestrian and bicycle facilities.

Final engineering design and right-of-way acquisition work is underway. Appraisal work is ongoing, with Board approvals for just compensation expected in May and August.

The engineering design, right-of-way acquisition, and construction are funded with $4M in federal funding secured by Congressman Bera through the Appropriations Act of 2023. Construction is anticipated to begin in 2026.