

AUGUST 28, 2026

BOARD MEETING

Regular Meeting of the Capital SouthEast Connector JPA
Board of Directors

Date: Friday, August 28, 2026, 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. Executive Director's Report

Consent Calendar Items

- 5. Approve Action Minutes of the May 29, 2026, Regular Board Meeting**
- 6. Notable Media Content (Receive and File)**
- 7. Semiannual Report of Activities (Receive and File)**
- 8. Authorize the Executive Director to Execute Amendment No. 8 to the Agreement with Schwager Development, LLC for Office Lease**
 - Resolution 2026-14
- 9. Authorize the Executive Director to Execute Amendment No. 6 to the Agreement with Robert Merritt, Certified Public Accountant**
 - Resolution 2026-15
- 10. Authorize the Executive Director to Execute an Amendment to the Agreement with TTJ Consulting for Continued Fiscal Services Related Indirect Cost Rate Development, Grant Claims Documentation, Annual Financial Reporting, and Budget Development**
 - Resolution 2026-16
- 11. Authorize the Executive Director to Submit a Grant Application to the Sacramento Area Council of Governments Regional Funding Program under the System Performance Program Category for the Grant Line Road Safety Improvements Project**
 - Resolution 2026-17
- 12. Authorize the Executive Director to Submit a Grant Application to the Sacramento Area Council of Governments Regional Funding Program Under the Next Generation Solutions & Clean Air Program Category for the White Rock Road Trail - Phase 2 Project**
 - Resolution 2026-18

Closed Session (Estimated time 30 min)

13. Closed Session

Once the closed session has ended, the board meeting will be reconvened in open session. The Chair will then make any announcements required by the Brown Act relative to reportable actions taken during the closed session.

A. Conference with Real Property Negotiators Pursuant to Government Code § 54956.8

Property: Intersection of Grant Line Rd and Douglas Rd
Rancho Cordova, CA
APN: 067-0040-006

Agency negotiator: Derek Minnema, Executive Director
Renee Bauer, Right of Way Manager, Bender Rosenthal

Negotiating parties: Larne Family Trust and Chris Ksidakis

Under negotiation: Price and terms of real property transaction

B. Conference with Real Property Negotiators Pursuant to Government Code § 54956.8

Property: Southwest of Grant Line Rd and Chyrsanthu Blvd
Rancho Cordova, CA
APN: 067-0100-003

Agency negotiator: Derek Minnema, Executive Director
Renee Bauer, Right of Way Manager, Bender Rosenthal

Negotiating parties: County of Sacramento – Waste Management & Recycling

Under negotiation: Price and terms of real property transaction

C. Conference with Real Property Negotiators Pursuant to Government Code § 54956.8

Property: Northwest of Grant Line Rd and Douglas Rd
Rancho Cordova, CA
APN: 067-0040-003

Agency negotiator: Derek Minnema, Executive Director
Renee Bauer, Right of Way Manager, Bender Rosenthal

Negotiating parties: Jeffrey and Teresa J Harada Revocable Trust

Under negotiation: Price and terms of real property transaction

D. Conference with Real Property Negotiators Pursuant to Government Code § 54956.8

Property: East of Grant Line Rd and South of Glory Ln
County of Sacramento, CA
APN: 073-0040-048, 073-004-049, 073-0040-051

Agency negotiator: Derek Minnema, Executive Director
Renee Bauer, Right of Way Manager, Bender Rosenthal

Negotiating parties: Cordova Hills, LLC

Under negotiation: Price and terms of real property transaction

E. Conference with Real Property Negotiators Pursuant to Government Code § 54956.8

Property: Northeast of Grant Line Rd and Raymer Way
County of Sacramento, CA
APN: 073-0010-001, 072-0100-016, 072-0100-022, 072-0100-021

Agency negotiator: Derek Minnema, Executive Director
Renee Bauer, Right of Way Manager, Bender Rosenthal

Negotiating parties: Grant Line Road Properties, LLC

Under negotiation: Price and terms of real property transaction

F. Conference with Real Property Negotiators Pursuant to Government Code § 54956.8

Property: Northeast and Southeast of Grant Line Rd and Raymer Way
County of Sacramento, CA
APN: 073-0010-025, 073-0010-012, 073-0010-007

Agency negotiator: Derek Minnema, Executive Director
Renee Bauer, Right of Way Manager, Bender Rosenthal

Negotiating parties: John James Tracy Living Trust
Rose Reinheimer GST Exempt Trust,
Benedictina Tracy GST Exempt Trust and
GST Exempt Trust f/b/o Issue of Elizabeth Rowland

Under negotiation: Price and terms of real property transaction

G. Conference with Real Property Negotiators Pursuant to Government Code § 54956.8

Property: Southwest corner of Grant Line Rd and Chrysanthy Blvd
Rancho Cordova, CA
APN: 067-2530-024

Agency negotiator: Derek Minnema, Executive Director
Renee Bauer, Right of Way Manager, Bender Rosenthal

Negotiating parties: Grantline & Chrysanthy 220 LLC

Under negotiation: Price and terms of real property transaction

Return to Open Session

Discussion and Action Items

- 14.** Authorize the Executive Director to Execute a Grant Agreement with the U.S. Department of Transportation and Subrecipient Agreement with the California Department of Transportation, for the Grant Line Road Safety Improvements Project, for an amount of \$25,000,000 under the Fiscal Year 2024 RAISE Program
 - Resolution 2026-19
- 15.** Authorize the Executive Director to Submit an SB 1 Local Partnership Program Project Nomination Form to the Sacramento Transportation Authority and a Grant Funding Application to the California Transportation Commission for the Grant Line Road Safety Improvements Project for an amount of \$25,000,000
 - Resolution 2026-20
- 16.** Consideration of Adoption of Addendum to the Capital SouthEast Connector D2 Expressway Project Final Tiered Initial Study with Mitigated Negative Declaration (SCH#: 2017032087)
 - Resolution 2026-21
- 17.** Announcements or Final Comments from Board Members

ADJOURN

The next meeting of the Capital SouthEast Connector JPA Board will be held on
November 13, 2026
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.



ITEM 4

MEETING DATE: August 28, 2026

TITLE: Executive Director's Report

PREPARED BY: Derek Minnema

Funding

Staff is preparing five funding applications and is working with the Sacramento Transportation Authority and SACOG on regional priority designations. Staff continues to coordinate with Caltrans, SACOG, and CTC executive leadership on program delivery and the upcoming funding cycle.

Right-of-Way

Appraisals, offers, and negotiations are underway along Grant Line Road. Staff continues to pursue negotiated agreements on every acquisition, and purchase agreements are in active negotiation for several of the largest acquisitions.

Staff is also coordinating with SMUD and the County of Sacramento on the configuration of electric transmission facilities and associated easements along the Grant Line Road frontage, using the County's approved easement templates, to ensure utility relocations align with the roadway design and adjacent approved development.

Communications

The JPA launched a redesigned website at connectorjpa.com. The agency's communications program, including podcast, email updates, and social media channels, continues to expand the project's reach with regional and national audiences.

Budget and Audit

Following the close of the fiscal year on June 30, staff begun the annual audit process and preparation of the JPA's Annual Comprehensive Financial Report.

Administration

Staff is managing several routine administrative items, including renewal of the JPA's office lease.



ITEM 5

MEETING DATE: August 28, 2026

TITLE: Action Minutes of the May 29, 2026 Regular Board Meeting

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Action Minutes of the May 29, 2026, Regular Board Meeting.

ACTION MINUTES

The Capital SouthEast Connector JPA Board of Directors met at its Regular Board Meeting on May 29, 2026, in the City of Rancho Cordova City Hall Council Chambers, located at 2729 Prospect Park Drive, Rancho Cordova, CA.

Call to Order Director Kozlowski called the meeting to order at 8:30 a.m.

Roll Call Present: Directors Kozlowski, Turnboo, Rodriguez, Gatewood, Robles

Public Comments on Non-Agenda Items

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

Item #4: Executive Director's Report

The Board received Executive Director Minnema's comprehensive oral report for May 2026, and a brief discussion ensued between the Board and JPA staff.

There were no comments from the public on this item.

Consent Calendar Items

Director Rodriguez moved to table Item #7: Authorize the Executive Director to Execute the Eighth Amendment with Schwager Development, LLC for Office Lease, Resolution 2026-03 to the next meeting. A motion was made by Director Kozlowski to approve



consent calendar items 5, 6, and 8 through 13 and seconded by Director Rodriguez 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 February 29, 2026, Regular Board Meeting

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

Item #8: Authorize the Executive Director to Execute an Amended and Restated Agreement with Dokken Engineering, Inc. for Engineering Design and Right of Way Acquisition Services Related to Grant Line Road, Resolution 2026-04

Item #9: Authorize the Executive Director to Execute an Amendment to the Agreement with Bryant Government Affairs for State Transportation Government Relations, Resolution 2026-05

Item #10: Authorize the Executive Director to Execute an Amendment to the Agreement with Whyze Marketing Inc. for Public Outreach, Communication, Marketing and Integrated Website Design and Development Services, Resolution 2026-06

Item #11: Authorize the Executive Director to Execute an Amendment to the Agreement with 4-Leaf Inc. for Comprehensive Construction Management Services Related to Environmental Restoration and Establishment at the Connector JPA Mitigation Property, Resolution 2026-07

Item #12: Authorize the Executive Director to Execute an Amendment to the Agreement with Drago Vantage for Funding Grant Applications and Finance Plan Development Services, Resolution 2026-08

Item #13: Authorize the Executive Director to Execute an Agreement with Bender Rosenthal Inc. for Right of Way Acquisition Services Relate to Grant Line Road, Resolution 2026-09

There were no comments from the public on this item.



Discussion and Action Items

Item #14: Update on FY 26 Federal Community Project Funding – White Rock Road Improvement Project - \$2,000,000 (Rep Kiley)

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: Update FY 27 Federal Community Project Funding – Grant Line Road Safety and Freight Mobility Project - \$2,000,000 (Rep. Bera)

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 #16: Authorize the Executive Director to Submit Grant Applications to the California Transportation Commission for the Trade Corridor Enhancement Program (TCEP), and Local Partnership Program (LPP) for SB 1 Funding in a Total Amount Not-To-Exceed \$60,000,000 for the Grant Line Road Capital SouthEast Connector Project (Segments D2A and D2B), Resolution 2026-10

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

A motion was made by Director Rodriguez and seconded by Director Gatewood and passed by unanimous vote that:

THE BOARD OF DIRECTORS (“BOARD”) OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY (“CONNECTOR JPA”) HEREBY AUTHORIZES THE EXECUTIVE DIRECTOR TO SUBMIT GRANT APPLICATIONS TO THE CALIFORNIA TRANSPORTATION COMMISSION FOR THE TRADE CORRIDOR ENHANCEMENT PROGRAM (TCEP), AND LOCAL PARTNERSHIP PROGRAM (LPP) FOR SB 1 FUNDING IN A TOTAL AMOUNT NOT-TO-EXCEED \$60,000,000 FOR THE GRANT LINE ROAD CAPITAL SOUTHEAST CONNECTOR PROJECT (SEGMENTS D2A AND D2B).



There were no comments from the public on this item.

Item #17:

Authorize the Executive Director to Submit Grant Applications to the Sacramento Area Council of Governments (SACOG) Regional Funding Program for the Transformative and Next Generation Solutions Categories in a Total Amount Not-To-Exceed \$3,500,000 for the Grant Line Road Capital SouthEast Connector Project (Segment D2A) and the White Rock Trail - Phase 2 Project, Resolution 2026-11

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 Rodriguez and passed by unanimous vote that:

THE BOARD OF DIRECTORS ("BOARD") OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY ("CONNECTOR JPA") HEREBY AUTHORIZES THE EXECUTIVE DIRECTOR TO SUBMIT GRANT APPLICATIONS TO THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS (SACOG) REGIONAL FUNDING PROGRAM FOR THE TRANSFORMATIVE AND NEXT GENERATION SOLUTIONS CATEGORIES IN A TOTAL AMOUNT NOT-TO-EXCEED \$3,500,000 FOR THE GRANT LINE ROAD CAPITAL SOUTHEAST CONNECTOR PROJECT (SEGMENT D2A) AND THE WHITE ROCK TRAIL - PHASE 2 PROJECT.

There were no comments from the public on this item.

Item #18: Adopt Work Plan, Fiscal Year 2026-27 Budget and Member Agency Contribution, Resolution 2026-12, Resolution 2026-13

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 Rodriguez and passed by unanimous vote that:

THE BOARD OF DIRECTORS ("BOARD") OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY ("CONNECTOR JPA") THAT THE PROPOSED FISCAL YEAR 2026-27 BUDGET AND WORK PLAN FOR THE CONNECTOR JPA PRESENTED TO THE BOARD AT THIS MEETING IS HEREBY ADOPTED IN SUBSTANTIALLY THE SAME FORM PRESENTED AT THE MEETING.



AND

THE BOARD OF DIRECTORS (“BOARD”) OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY (“CONNECTOR JPA”) THAT EACH MEMBER JURISDICTION SHALL CONTRIBUTE LOCAL FUNDS IN THE AMOUNT OF \$50,000 FOR FY 2026-27.

There were no comments from the public on this item.

Closed Session

Item #19: Closed Session: Conference with Real Property Negotiators Pursuant to Government Code § 54956.8

Session started at 9:10AM and ended at 9:48AM.

There were no reportable actions from the closed session.

There were no comments from the public on this item.

Item #20: 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 9:49 a.m.

APPROVAL OF ACTION MINUTES FOR MAY 29, 2026

Approved By:

Attest:

Pat Hume
Chair of the Board

Derek Minnema
Board Secretary

ITEM 6**MEETING DATE:** August 28, 2026**TITLE:** Notable Media Content (Receive and File)**PREPARED BY:** Derek Minnema

RECOMMENDATION

Receive and File this media summary.

MEDIA SUMMARY

- Traffic Collision Knocks Over Power Pole – *A single-vehicle collision closed Grant Line Road between Kiefer Boulevard and Chrysanthy Boulevard after a northbound Toyota left the roadway and struck a power pole, downing lines and blocking the northbound lanes. The falling pole clipped a southbound BMW. CHP East Sacramento reported no DUI involvement, one injury (the Toyota driver), and turned traffic around with no reopening estimate at the time of publication. The incident illustrates the operational fragility of the existing two-lane Grant Line section, where a single incident closes the full facility.* – **ABC10** abc10.com/article/traffic/traffic-collision-knocks-over-power-pole
- Elk Grove Leaders Approve Light Rail Extension Through Southern Edge of City - *The Elk Grove City Council voted unanimously to pursue extending SacRT's Blue Line from Cosumnes River College south to Kammerer Road and approved an implementation plan for early project stages. Concepts include up to 6.4 miles of new track and seven stations — including a trio of stations near Bilby and Kammerer roads — or a hybrid light rail / bus rapid transit approach. Estimated cost ranges from \$287 million to \$1.059 billion. City and SacRT representatives confirmed no funding has been identified; a future local sales tax measure and state/federal grants are cited as potential sources. The proposed southern terminus places high-capacity transit planning directly on the Connector's Kammerer Road alignment.* – **Abridged PBS KVIE** abridged.org/news/elk-grove-leaders-approve-light-rail-extension
- Elk Grove Purchases 63 Acres of Land for \$5.1M With Plans to Annex It - *The Bee reported on Elk Grove's acquisition of a 63.8-acre portion of the Mahon Family Partnership property at 10171 Grant Line Road for approximately \$5.1 million (~\$80,000/acre), authorized by the City Council on April 22 with plans to annex the land. Per the City's staff report, the agreement includes a seller buy-back*

provision at \$77,000 per acre for any land not ultimately annexed, an interim grazing lease-back to the seller, and a CEQA exemption for the acquisition. Regional real estate press characterized the purchase as a strategic industrial land play. The transaction is a relevant valuation and land-use data point on the Grant Line corridor. – The Sacramento Bee

<https://www.sacbee.com/community/elk-grove/article315561329.html>

- *Emergency Repairs Underway on White Rock Road Near County Line - The City of Folsom performed emergency roadway repairs on White Rock Road between Savannah Parkway and the El Dorado County line on June 4–5, working 8:30 a.m. to 4 p.m. daily under traffic control, per a Folsom Police advisory. Traffic remained open with minor delays. The article did not specify the nature of the failure requiring emergency work. The affected section lies within the Connector's eastern (White Rock Road) corridor and underscores the condition and demand pressures on the existing facility. – Folsom Times*
<https://folsomtimes.com/emergency-repairs-underway-on-white-rock-road-near-county-line/>
- *Sacramento County Fire Prompts Road Closures - A grass fire dubbed the Grant Fire started shortly after 1 p.m. at Douglas and Grant Line roads in Rancho Cordova, burning 16 acres before Sacramento Metro Fire crews achieved containment. No structures were damaged. Grant Line Road was closed between Chrysanthy Boulevard and Douglas Road with no reopening estimate at the time of publication — the second full closure of this segment reported in 2026 (see March 6 collision, above), reinforcing the incident-resilience case for corridor improvements. – KCRA 3 <https://www.kcra.com/article/sacramento-county-fire-prompts-road-closures/71758102>*

ITEM 7

MEETING DATE: August 28, 2026

TITLE: Semi-Annual 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 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 ENDING 06/30/2026

Kammerer Road

- Coordination with the City of Elk Grove regarding Segment A1 design and developments along Kammerer Road.
- Coordination with the City of Elk Grove regarding the Wilton Road intersection in Segment C.

Grant Line Road

- Continued coordination with FHWA and Caltrans regarding the USDOT RAISE funding agreement and subrecipient agreement.
- Continued coordination with CTC on the TCEP funding scope change, time extension, and future SB 1 funding opportunities.
- Continued utility coordination and work on 90% corridor design and drainage analysis.
- Coordination with the City and County regarding developments adjacent to the alignment.
- Continued work on property appraisals, right-of-way acquisition activities, and property owner meetings.
- Coordination with SACOG on a Regional Funding Program grant application.

White Rock Road

- Finalize work on utility coordination and right of way certification for the White Rock Trail
- Continued work on 60% engineering design for ultimate corridor
- Continued work on 100% PS&E for the White Rock Trail project.
- Continued work on rail crossing planning
- Coordination with City of Folsom and El Dorado County regarding adjacent development infrastructure.

SUMMARY OF MITIGATION ACTIVITIES ENDING 06/30/2026

- Environmental resource establishment and re-establishment activities on the Grant Line Road mitigation parcel.
- Evaluation of project environmental impacts and mitigation strategies.
- Collaboration with conservation partners to identify potential mitigation properties and continue the open space preservation strategy.

ATTACHMENTS

- a. Status Reports

Project Name: Capital SouthEast Connector - Grant Line Road

Measure A Capital Projects

Semi-Annual Status Report



PROJECT INFO

Period Ended: 06/30/2026 Fiscal Year: 2026 Period: Year-End
Agency: Capital SouthEast Connector Project Mgr: Matt Lampa
Phone and Email: 916-876-9093 lampam@sacounty.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: D2

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: \$ 4,900,000
Current Contract Reimbursement: \$ (1,081,323)
Expended This Period: \$ 656,332
Total Remaining: \$ 3,162,346

Projected Spending by Fiscal Year	2026	800,000
	2027	600,000
	2028	49,000
	2029	0
	2030	0

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

PROJECT MILESTONES

	Begin	Planned Completion	Completed
Project Study Report			03/07/2012
Environmental (PA&ED) Phase			09/17/2019
Design (PS&E) Phase	01/26/2024	06/30/2027	
Right-of-Way Phase	11/01/2024	06/01/2027	
Construction Phase			

CURRENT STATUS

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

Indicate overall progress of the current phase



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

Explanation of activities:

Continued coordination with FHWA and Caltrans regarding RAISE funding agreement and subrecipient agreement. Coordination with CTC on TCEP funding scope change and time extension and future SB1 funding opportunities. Continued utility coordination. Continued work on 90% corridor design and drainage analysis. Coordination with City and County related to developments adjacent to the alignment. Continued work on property appraisals, right of way acquisition activities, and property owner meetings. Coordination with SACOG on Regional Funding Program grant application

Anticipated Activities Next Quarter

Continued coordination with City and County regarding design and developments adjacent to the alignment. Continued coordination with FHWA and Caltrans on RAISE funding agreement and subrecipient agreement. Continued coordination with CTC on TCEP funding scope change and future SB1 fund opportunities. Continued development of 90% design and right of way acquisition work.

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



Semi-Annual Status Report

PROJECT INFO

Period Ended: 06/30/2026 Fiscal Year: 2026 Period: Year-End
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: CONSTA-20 & CONSTA-30

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:	\$ 42,425,445	Projected Spending by Fiscal Year	2026	500,000
Previous Contract(s) Spending:	\$ 42,425,445		2027	388,000
Current Contract Award:	\$ 1,500,000		2028	400,000
Current Contract Reimbursement:	\$ (48,775)		2029	50,000
Expended This Period:	\$ (364,360)		2030	0
Total Remaining:	\$ 1,086,865	Federal and State Funds Awarded: \$ 150,300,000		

PROJECT MILESTONES

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

CURRENT STATUS

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

Indicate overall progress of the current phase



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

Explanation of activities:

- **Segment A:** 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:** Continued coordination with member agencies and Caltrans on CON authorization for the White Rock Trail. D3b rail crossing planning is ongoing. Continued work on 60% design of D3b ultimate corridor and drainage design. Coordination with SACOG for a Regional Funding Program grant application. Coordination with Caltrans related to authorization Community Project Funding received through the Appropriation Act, 2026

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: Authorize CON for White Rock Trail project and provide bidding assistance during advertisement for bids. On-going rail crossing planning and work on D3b 60% ultimate corridor design. Submit SACOG grant application and authorize Community Project Funding

Additional Notes:

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

Project Name: Capital SouthEast Connector - SGIP Mitigation

Measure A Capital Projects

Semi-Annual Status Report



PROJECT INFO

Period Ended: 06/30/2026 Fiscal Year: 2026 Period: Year-End
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: \$ (4,817,816)
Expended This Period: \$ 25,806
Total Remaining: \$ 156,378

Projected	2026	418,000
Spending	2027	0
by Fiscal	2028	0
Year	2029	0
	2030	0

Federal and State Funds Awarded: \$ 0

PROJECT MILESTONES

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

CURRENT STATUS

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

Indicate overall progress of the current phase



Explanation of Activities and Expenditures this Period, Next Period, 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

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

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

ITEM 8

MEETING DATE: August 28, 2026

TITLE: Authorize the Executive Director to Execute a Eighth Amendment to Office Building Lease with Schwager Development, LLC

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Resolution 2026-14 authorizing the Executive Director to enter into a Eighth Amendment to Office Building Lease with Schwager Development, LLC for JPA offices at 10640 Mather Blvd., Suite 120, Mather, CA 95655.

BACKGROUND

The JPA entered into an Office Building Lease in January of 2009 for 2,388 sqft for JPA offices located at 10640 Mather Blvd., Suite 120, Mather, CA 95655 (the "Lease").

Since then, the JPA has amended the Lease numerous times to extend the term, and the JPA Board approved the most recent Seventh Amendment to the Lease on October 20, 2023. The current lease term will expire on December 31, 2026.

LEASE EXTENSION

The Eighth Amendment to the Lease proposes extending the term an additional 3 years through December 31, 2029, with no rent increase from the 2026 rental rate of \$1.97/sqft for 2027.

The rent will increase for 2028 to \$2.03/sqft and \$2.09/sqft for 2029. These rates are comparable to similar office space in the Mather area.

Given costs associated with potential relocation and the rental rate remaining the same for calendar year 2027, staff recommends the Board approve the Eighth Amendment to the Lease.

ATTACHMENTS

- a. Resolution 2026-14



ITEM 8 a

RESOLUTION 2026-14

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN EIGHTH
AMENDMENT TO OFFICE BUILDING LEASE WITH
SCHWAGER DEVELOPMENT, LLC**

BE IT RESOLVED, that the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") hereby authorizes the Executive Director to execute an Eighth Amendment to Office Building Lease with Schwager Development, LLC.

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

* * * * *

PASSED AND ADOPTED this 28th day of August, 2026, on a motion by
Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

ITEM 9

MEETING DATE: August 28, 2026

TITLE: Authorize the Executive Director to Execute Amendment No. 6 to the Agreement with Robert Merritt, CPA

PREPARED BY: Erika Zheng

RECOMMENDATION

Approve Resolution 2026-15, authorizing the Executive Director to execute an amendment to the professional services agreement with Robert Merritt, CPA, providing an additional Forty-Two Thousand Dollars (\$42,000) for continued bookkeeping and development of financial statements.

BACKGROUND AND DISCUSSION

Rob Merritt has provided bookkeeping services to the JPA since 2017 and has developed significant institutional knowledge of the JPA's financial systems and reporting requirements. His ongoing services include monthly bookkeeping and financial reporting, account reconciliation, internal statement preparation, and audit support.

The proposed Amendment No. 6 would provide an additional \$42,000 in contract authority, update the standard billing rate to \$140 per hour, and the term would expire June 30, 2028.

The total cumulative contract amount would be \$145,900.

ATTACHMENTS

- a. Resolution 2026-15
- b. Amendment No. 6 to Agreement with Robert Merritt, CPA



ITEM 9 a

RESOLUTION 2026-15

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 6
TO THE AGREEMENT WITH ROBERT MERRITT, CPA**

BE IT RESOLVED by the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") hereby authorizes the Executive Director to execute amendment No. 6 to the agreement with Robert Merritt, CPA, to increase the total not-to-exceed amount to \$145,900.

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

* * * * *

PASSED AND ADOPTED this 28th day of August 2026, on a motion by
Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

**AMENDMENT NO. 6
TO THE AGREEMENT BETWEEN
THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AND ROBERT MERRITT, CERTIFIED PUBLIC ACCOUNTANT**

This Amendment No. 6 to the October 1, 2017, agreement (“Agreement”) between the Capital SouthEast Connector Joint Powers Authority¹, (“Authority”), and Robert Merritt, Certified Public Accountant (“Consultant”), is entered into effective August 28, 2026.

WHEREAS, the Executive Director entered into the Agreement with the Consultant, which required Consultant to provide Bookkeeping and Accounting Services to the Connector; and

WHEREAS, on May 30, 2025, the Authority and Consultant entered into Amendment No. 5, which extended the term of the Agreement through June 30, 2028; and

WHEREAS, the Authority and Consultant now wish to amend the Agreement to increase the consideration and update the rates of compensation.

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

1. Exhibit B-5 of the Agreement is hereby amended and replaced by Exhibit B-6 attached hereto and incorporated herein.
2. Section 5 of the Agreement, “Consideration”, is hereby amended by adding the following:

“Payment to Consultant by the Authority shall be made as set forth in **Exhibit “B-6” – Rates of Compensation**. The amount to be paid to Consultant under this Agreement shall not exceed One Hundred Forty-Five Thousand Nine Hundred Dollars (\$145,900), unless expressly authorized in writing by the Executive Director. In no instance shall the Authority be liable for any payments or costs for work in excess of this amount, nor for any unauthorized costs. Consultant shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Consultant, as provided in this Agreement, shall be in compensation for all of Consultant’s expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.”

3. Except as expressly amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

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

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

CAPITAL SOUTHEAST CONNECTOR AUTHORITY

DEREK MINNEMA
Executive Director

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG LLP
Legal Counsel to the Authority

ROBERT MERRITT, CPA

ROBERT MERRITT
Certified Public Accountant

Attachment:

Exhibit B-6: Rates of Compensation

EXHIBIT B-6

Rates of Compensation

Standard Billing Rate: \$140 per hour, plus expenses such as auto mileage at the current IRS rate, duplication and/or printing costs not to exceed \$0.05 per page, mailing or shipping charges, and other expenses as may be approved by the Authority in writing prior to incurring the expense. Expenses shall be charged without mark-up.

ITEM 10

MEETING DATE: August 28, 2026

TITLE: Authorize the Executive Director to Execute Amendment No. 2 to the Agreement with TTJ Consulting for Continued Fiscal Services Related Indirect Cost Rate Development, Grant Claims Documentation, Annual Financial Reporting, and Budget Development

PREPARED BY: Derek Minnema

RECOMMENDATION

Approve Resolution 2026-16, authorizing the Executive Director to execute an amendment to the agreement with TTJ Consulting providing an additional seventy five thousand dollars (\$75,000) for fiscal strategy, grant claim documentation, annual financial reporting, budget development, and policy support.

BACKGROUND AND DISCUSSION

Tim Jones has provided financial services to the JPA since 2024 and has developed significant institutional knowledge of the JPA's financial systems and reporting requirements. Continued engagement supports the JPA's ability to maintain clean audits, submit award-winning financial reports, and manage a complex capital project within a high-compliance funding environment.

The proposed Amendment No. 2 would provide an additional \$75,000 in contract authority, a billable rate of \$250/hour, and the term would expire June 30, 2027. The total cumulative contract amount would be \$195,450.

Tim Jones of TTJ Consulting provides high-level fiscal management and strategy, including support for audit readiness, GFOA-compliant budget development, monthly fiscal reporting, and Indirect Cost Rate Proposal (ICRP) preparation.

ATTACHMENTS

- a. Resolution 2026-16
- b. Amendment No. 2 to the Agreement TTJ Consulting



ITEM 10 A

RESOLUTION 2026-16

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 2
TO THE AGREEMENT WITH TTJ CONSULTING FOR FISCAL SERVICES**

BE IT RESOLVED by the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") hereby authorizes the Executive Director to execute amendment No. 2 to the agreement with TTJ Consulting to increase the total not-to-exceed amount to \$195,450.

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

* * * * *

PASSED AND ADOPTED this 28th day of August 2026, on a motion by

Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

Item 10 b

**AMENDMENT NO. 2
TO THE AGREEMENT BETWEEN
THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AND TTJ CONSULTING**

This Amendment No. 2 to the June 1, 2024, agreement ("Agreement") between the Capital SouthEast Connector Joint Powers Authority ¹, ("Authority"), and TTJ Consulting ("Consultant"), is entered into effective July 1, 2026.

WHEREAS, the Executive Director entered into the Agreement with the Consultant, which required Consultant to provide fiscal services to the Connector; and

WHEREAS, the Authority and Consultant now wish to amend the Agreement.

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

1. The third sentence of Section 1 of the Agreement is hereby amended as follows:
"Work shall be completed and this Agreement shall expire on June 30, 2027, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties."
2. Exhibit A and Exhibit B of the Agreement is hereby amended and replaced by Exhibit A-2 attached hereto and incorporated herein.
3. Section 5 of the Agreement, "Consideration", is hereby amended in its entirety as follows:

"Payment to Consultant by the Authority shall be made as set forth in **Exhibit "A-2"**. The amount to be paid to Consultant under this Agreement shall not exceed Two Hundred Thousand Dollars (\$195,450), unless expressly authorized in writing by the Executive Director. In no instance shall the Authority be liable for any payments or costs for work in excess of this amount, not for any unauthorized costs. Consultant shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Consultant, as provided in this Agreement, shall be in compensation for all of the Consultant's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided."

4. Except as expressly amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

Item 10 b

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

CAPITAL SOUTHEAST CONNECTOR AUTHORITY

DEREK MINNEMA
Executive Director

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG LLP
Legal Counsel to the Authority

TIM JONES

TIMOTHY JONES
Owner

Attachment:

Exhibit A-2

Item 10 b

EXHIBIT A-2

SCOPE OF WORK AND FEE SCHEDULE

1. Purpose

The Capital SouthEast Connector Authority (Authority) engages TTJ Consulting (Consultant) to provide fiscal services for FY 2026/27.

2. Scope of Work

Task 1 - ICRP Closeout, FY 2024 and FY 2025

Prepare a comprehensive memorandum for the FY 2024 and FY 2025 Indirect Cost Rate Proposals documenting all assumptions, methodology, and supporting schedules to a fully auditable standard.

Task 2 – ICRP for FY 2026

Prepare a comprehensive memorandum for the FY 2026 Indirect Cost Rate Proposal for submission to Caltrans, for use in federal and state funded claims, with a supporting memorandum documenting all assumptions and source documentation.

Task 3 – County Labor Rates

Prepare a comprehensive, fully auditable FY 2027 County labor rate package for use in STA claims and any locally funded claim. This rate is distinct from the ICRP and shall be documented as such.

Task 4 - Retroactive Indirect Cost Claims

Confirm with Caltrans the mechanism for claiming previously unbilled indirect costs on two agreements, one federal and one TCEP. Prepare claim packages applying the approved ICRP rates for the relevant years, together with a reconciliation schedule that nets out indirect reimbursements previously received from STA at the lower County Labor Rate, presented by agreement and fiscal year so that no cost is claimed twice. The deliverable shall also document the Authority's labor and indirect cost tracking methodology, and consultant shall create the tracking tools used to record staff hours by project and funding source, their reconciliation to County payroll records, and how tracked labor flows into claims and the annual Indirect Cost Rate Proposal.

Task 5 – Government Compensation Report

Prepare a comprehensive memorandum for the FY 2026 Government Compensation Report documenting all assumptions, methodology, and supporting schedules to a fully auditable standard.

Task 6 - ACFR and Single Audit, FY 2026

Assist in the preparation and lead the submittal of the FY 2026 Annual Comprehensive Financial Report, including technical accounting for applicable GASB pronouncements, pensions, OPEB, and compensated absences. Prepare Single Audit and federal expenditure reporting and coordinate with the Authority's audit firm through completion.

Item 10 b

Task 7 - Budget, FY 2028

Assist with preparation of the FY 2028 budget workbook and budget document in full compliance with GFOA Distinguished Budget Presentation Award criteria, and prepare the award submission for the adopted budget.

Task 8 – Management, Advisory, and Miscellaneous Support

Provide ad hoc advisory services as needed, including coordination with auditors, legal counsel, and consultants on matters related to the annual budget, audits, accounting, and claims.

Each work product prepared under this Agreement is complete only upon delivery of a signed transmittal from Consultant to the Authority that identifies the work product, the period covered, the methodology and assumptions applied, and the supporting documentation relied upon, and that states the work product is final. Work products shall be prepared to a fully auditable standard, such that Authority staff, independent auditors, and funding agencies can trace all amounts to source documentation without further explanation from Consultant.

Item 10 b

FEE SCHEDULE

Client Start Date: End Date:		Capital SouthEast Connector Authority July 1, 2026 June 30, 2027			
Task Number	Task	Description	Estimated Hours	Hourly Rate	Total
1	ICRP Closeout, FY 2024 and FY 2025	Prepare a comprehensive memorandum for the FY 2024 and FY 2025 Indirect Cost Rate Proposals documenting all assumptions, methodology, and supporting schedules to a fully auditable standard.	28	\$250	\$7,000
2	ICRP for FY 2026	Prepare a comprehensive memorandum for the FY 2026 Indirect Cost Rate Proposal for submission to Caltrans, for use in federal and state funded claims, with a supporting memorandum documenting all assumptions and source documentation.	18	\$250	\$4,500
3	County Labor Rates	Prepare a comprehensive, fully auditable FY 2027 County labor rate package for use in STA claims and any locally funded claim. This rate is distinct from the ICRP and shall be documented as such.	20	\$250	\$5,000
4	Retroactive Indirect Cost Claims	Confirm with Caltrans the mechanism for claiming previously unbilled indirect costs on two agreements, one federal and one TCEP. Prepare claim packages applying the approved ICRP rates for the relevant years, together with a reconciliation schedule that nets out indirect reimbursements previously received from STA at the lower County Labor Rate, presented by agreement and fiscal year so that no cost is claimed twice. The deliverable shall also document the Authority's labor and indirect cost tracking methodology, and consultant shall create the tracking tools used to record staff hours by project and funding source, their reconciliation to County payroll records, and how tracked labor flows into claims and the annual Indirect Cost Rate Proposal.	82	\$250	\$20,500
5	Government Compensation Report	Prepare a comprehensive memorandum for the FY 2026 Government Compensation Report documenting all assumptions, methodology, and supporting schedules to a fully auditable standard.	12	\$250	\$3,000
6	ACFR and Single Audit, FY 2026	Assist in the preparation and lead the submittal of the FY 2026 Annual Comprehensive Financial Report, including technical accounting for applicable GASB pronouncements, pensions, OPEB, and compensated absences. Prepare Single Audit and federal expenditure reporting and coordinate with the Authority's audit firm through completion.	48	\$250	\$12,000
7	Budget, FY 2028	Assist with preparation of the FY 2028 budget workbook and budget document in full compliance with GFOA Distinguished Budget Presentation Award criteria, and prepare the award submission for the adopted budget.	62	\$250	\$15,500
8	Management, Advisory, and Miscellaneous Support	Provide ad hoc advisory services as needed, including coordination with auditors, legal counsel, and consultants on matters related to the annual budget, audits, accounting, and claims.	30	\$250	\$7,500
Total Estimated Costs			300		\$75,000

ITEM 11

MEETING DATE: August 28, 2026

TITLE: Authorize the Executive Director to Submit a Grant Application to the Sacramento Area Council of Governments (SACOG) Regional Funding Program under the System Performance Program Category for the Grant Line Road Safety Improvements Project

PREPARED BY: Matt Lampa

RECOMMENDATION

Approve Resolution 2026-17 authorizing the Executive Director, or designee, to submit a \$2,000,000 application to the Sacramento Area Council of Governments (SACOG) System Performance Program for the construction phase of the Grant Line Road Safety Improvements Project, from Chrysanthy Boulevard to White Rock Road.

BACKGROUND

On May 29, 2026, the Board adopted Resolution 2026-11 authorizing the Executive Director, or designee, to submit two applications to SACOG's 2026 Regional Funding Program totaling \$3,500,000. That action included a \$2,000,000 System Performance Program application for construction of the Grant Line Road Safety Improvements Project.

At the time of the May meeting, SACOG was preparing to release the call for projects. SACOG officially released the 2026 Federal Funding Cycle call for projects on June 1, 2026. A complete draft application for screening was due August 14, 2026, and final applications are due September 18, 2026.

The application materials require each sponsor to submit an adopted resolution based on SACOG's template. The resolution must identify the application and authorized staff and expressly commit the sponsoring agency to the applicable funding, match, and project delivery requirements. Resolution 2026-11 provided general authorization to apply, but it did not include all of the specific commitments now required by SACOG. The proposed resolution supplements the May action; it does not change the \$2,000,000 request or the construction phase being requested.

PROJECT DESCRIPTION AND FUNDING

The Grant Line Safety Improvements Project will reconstruct approximately 3.6 miles of Grant Line Road between Chrysanthy Boulevard and White Rock Road. The project will reconstruct the existing roadway as a two-lane facility with paved shoulders, correct a deficient roadway curve, improve drainage, modify intersections, and construct an adjacent Class I path.

The improvements will address existing safety and operational needs, support freight and local travel, provide a separated facility for people walking and bicycling, and advance the Connector as a multimodal link between Interstate 5, State Route 99, and U.S. 50. Final design, right-of-way, and utility coordination are underway, with construction anticipated to begin in 2028.

The JPA has a \$25,000,000 federal RAISE grant for construction. The requested \$2,000,000 in SACOG System Performance funding would supplement the construction funding package by funding construction support and management activities, leverage the existing federal award, and help position the project for delivery.

SACOG RESOLUTION REQUIREMENTS

The proposed resolution incorporates the commitments requested by SACOG. If the project is awarded funding, the Connector JPA would:

- Authorize the Executive Director, or designee, to execute the documents necessary to secure and administer the award.
- Comply with applicable STBG, federal-aid, SACOG program guidelines, and Regional Delivery Policy requirements.
- Provide the required local match, typically 11.47% of eligible project costs, and be responsible for cost overruns.
- Obligate the construction funding no later than the end of FFY 2028-29, meet other applicable timely-use milestones, and have responsible staff attend quarterly delivery meetings with SACOG through project closeout.

FISCAL IMPACT

Approval of the resolution does not appropriate additional funds. If an award is made, the Connector JPA will be responsible for the required local match and any project costs



exceeding the grant award. Those costs will be incorporated into the applicable JPA budget and funding plan.

REQUESTED ACTION AND NEXT STEPS

Staff requests that the Board approve Resolution 2026-17 for inclusion with the final grant application by the September 18, 2026 deadline. SACOG staff is scheduled to release award recommendations on November 30, 2026, with SACOG Board action anticipated on December 17, 2026.

ATTACHMENTS

- a. Resolution 2026-17



ITEM 11 a

RESOLUTION 2026-17

**A RESOLUTION OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS
AUTHORITY BOARD OF DIRECTORS AUTHORIZING APPLICATIONS FOR
GRANT FUNDING FROM THE SACRAMENTO AREA COUNCIL OF
GOVERNMENTS (SACOG) 2026 FEDERAL FUNDING PROGRAMS;
AUTHORIZING ITS EXECUTIVE DIRECTOR TO SUBMIT THE CAPITAL
SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY SACOG 2026 FEDERAL
FUNDING PROGRAM APPLICATION PRIORITIES; AND AUTHORIZING THE
EXECUTIVE DIRECTOR TO EXECUTE ALL GRANT DOCUMENTS AND TIMELY
PROJECT DELIVERY REQUIREMENT**

WHEREAS, the Sacramento Area Council of Governments (SACOG) has announced three 2026 Federal Funding Cycle Programs (Funding Programs), which are open to sponsoring agencies within the six-county SACOG region: System Preservation Program, System Performance Program, and Next Generation Solutions & Clean Air Program; and

WHEREAS, the System Performance Program funds projects that improve how the transportation system functions day-to-day, including roadway and safety improvements, transit upgrades, EV charging, new bike and pedestrian connections, mobility hubs, and smart-transportation technologies that help manage traffic and improve reliability; and

WHEREAS, eligible projects for Funding Programs must be listed in the 2025 Blueprint or fit within 2025 Blueprint lump-sum project categories including but not limited to road maintenance and reconstruction, transit vehicle replacements, operational improvements, Intelligent Transportation Systems, and bicycle and pedestrian investments; and

WHEREAS, SACOG limits Funding Programs grant applications to no more than three applications per sponsoring agency for any one of the three different Funding Programs to SACOG, up to a maximum of nine total applications per sponsoring agency; and

WHEREAS, applicants shall affirm their commitment to delivering projects in accordance with the requirements of Surface Transportation Block Grant (STBG) Program and Congestion Mitigation & Air Quality (CMAQ) Improvement Program, as applicable; and

WHEREAS, grant proposals for construction work shall obligate Funding Program dollars for construction activities no later than the end of federal fiscal year 2028-29.



WHEREAS, SACOG will not provide additional federal or state funding in the event that cost overruns are identified; and

WHEREAS, project sponsors shall commit to providing local matching dollars, typically 11.47% of the total project cost; and

WHEREAS, SACOG requires that if awarded federal funds by the SACOG Board, Capital SouthEast Connector staff responsible for project delivery must attend quarterly project delivery meetings with SACOG staff to receive assistance until project closeout.

NOW, THEREFORE, BE IT RESOLVED by Capital SouthEast Connector Joint Powers Authority Board of Directors as follows:

SECTION 1. The Executive Directors or their designee is authorized to execute all documents necessary to committing the Capital SouthEast Connector to federal, state and regional funding and project delivery requirements, including but not limited to abiding by Funding Program guidelines.

SECTION 2. Acknowledges that in the event of receiving an award by the SACOG Board of Funding Program dollars, that the Capital SouthEast Connector will be required to abide by multiple timely use of funding requirements described in Funding Program guidelines and SACOG's Regional Delivery Policies, including but not limited to, obligating federal funding no later than the end of federal fiscal year 2028-2029 for construction activities, committing to securing required local match dollars, acknowledge that SACOG does not cover cost overruns, and commits staff to attend delivery meetings until project closeout.

SECTION 3. The Executive Director or their designee is directed to submit the following applications for 2026 Six-County Federal Funding Cycle Programs.

Project Title: Grant Line Road Safety Improvements Project

Project Description: In the City of Rancho Cordova and unincorporated Sacramento County, on Grant Line Road, from Chrysanthy Boulevard to White Rock Road: Safety and freight mobility improvements, including reconstruction of approximately 3.6 miles as a two-lane facility, intersection improvements, and construction of an adjacent Class I multi-use path.



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

* * * * *

PASSED AND ADOPTED this 28th day of August 2026, on a motion by
Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

ITEM 12

MEETING DATE: August 28, 2026

TITLE: Authorize the Executive Director to Submit a Grant Application to the Sacramento Area Council of Governments (SACOG) Regional Funding Program Under the Next Generation Solutions & Clean Air Program Category for the White Rock Road Trail - Phase 2 Project

PREPARED BY: Matt Lampa

RECOMMENDATION

Approve Resolution 2026-18 authorizing the Executive Director, or designee, to submit a \$1,500,000 application to the Sacramento Area Council of Governments (SACOG) Next Generation Solutions & Clean Air Program for the project approval and environmental document (PA/ED) phase of the White Rock Road Trail - Phase 2 Project.

BACKGROUND

On May 29, 2026, the Board adopted Resolution 2026-11 authorizing the Executive Director, or designee, to submit two applications to SACOG's 2026 Regional Funding Program totaling \$3,500,000. That action included a \$1,500,000 Next Generation Solutions & Clean Air Program application for the PA/ED phase of the White Rock Road Trail - Phase 2 Project.

At the time of the May meeting, SACOG was preparing to release the call for projects. SACOG officially released the 2026 Federal Funding Cycle call for projects on June 1, 2026. A complete draft application for screening was due August 14, 2026, and final applications are due September 18, 2026.

The application materials require each sponsor to submit an adopted resolution based on SACOG's template. The resolution must identify the application and authorized staff and expressly commit the sponsoring agency to the applicable funding, match, and project delivery requirements. Resolution 2026-11 provided general authorization to apply, but it did not include all of the specific commitments now required by SACOG. The proposed resolution supplements the May action; it does not change the \$1,500,000 request or the project phase.

PROJECT DESCRIPTION

The White Rock Road Trail - Phase 2 Project would advance PA/ED for a separated Class I shared-use trail along White Rock Road from Grant Line Road to Prairie City Road. The trail would close the gap between existing facilities near Prairie City Road and the Class I path planned with the Grant Line Road project and improve access to Prairie City State Vehicular Recreation Area. The \$1.5 million CMAQ request would fund preliminary engineering, technical studies, stakeholder coordination, alternatives analysis, and CEQA/NEPA clearance, positioning the project for future design, right-of-way, and construction funding.

SACOG RESOLUTION REQUIREMENTS

The proposed resolution incorporates the commitments requested by SACOG. If the project is awarded funding, the Connector JPA would:

- Authorize the Executive Director, or designee, to execute the documents necessary to secure and administer the award.
- Comply with the applicable CMAQ, federal-aid, SACOG program guidelines, and Regional Delivery Policy requirements.
- Provide the required local match, typically 11.47% of eligible project costs, and be responsible for cost overruns.

FISCAL IMPACT

Approval of the resolution does not appropriate additional funds. If an award is made, the Connector JPA will be responsible for the required local match and any project costs exceeding the grant award. Those costs will be incorporated into the applicable JPA budget and funding plan.

REQUESTED ACTION AND NEXT STEPS

Staff requests that the Board approve Resolution 2026-18 for inclusion with the final White Rock Road Trail - Phase 2 application by the September 18, 2026 deadline. SACOG staff is scheduled to release award recommendations on November 30, 2026, with SACOG Board action anticipated on December 17, 2026.

ATTACHMENTS

- a. Resolution 2026-18



ITEM 12 a

RESOLUTION 2026-18

**A RESOLUTION OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS
AUTHORITY BOARD OF DIRECTORS AUTHORIZING APPLICATIONS FOR
GRANT FUNDING FROM THE SACRAMENTO AREA COUNCIL OF
GOVERNMENTS (SACOG) 2026 FEDERAL FUNDING PROGRAMS;
AUTHORIZING ITS EXECUTIVE DIRECTOR TO SUBMIT THE CAPITAL
SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY SACOG 2026 FEDERAL
FUNDING PROGRAM APPLICATION PRIORITIES; AND AUTHORIZING ITS
EXECUTIVE DIRECTOR TO EXECUTE ALL GRANT DOCUMENTS AND TIMELY
PROJECT DELIVERY REQUIREMENTS**

WHEREAS, the Sacramento Area Council of Governments (SACOG) has announced three 2026 Federal Funding Cycle Programs (Funding Programs), which are open to sponsoring agencies within the six-county SACOG region: System Preservation Program, System Performance Program, and Next Generation Solutions & Clean Air Program; and

WHEREAS, the Next Generation Solutions & Clean Air Program supports projects that reduce emissions and improve air quality—such as high-capacity transit, zero-emission vehicles and charging infrastructure, bikeways and trails, Complete Streets, traffic flow improvements, and programs that encourage carpooling, transit use, and other clean transportation options; and

WHEREAS, eligible projects for Funding Programs must be listed in the 2025 Blueprint or fit within 2025 Blueprint lump-sum project categories including but not limited to road maintenance and reconstruction, transit vehicle replacements, operational improvements, Intelligent Transportation Systems, and bicycle and pedestrian investments; and

WHEREAS, SACOG limits Funding Programs grant applications to no more than three applications per sponsoring agency for any one of the three different Funding Programs to SACOG, up to a maximum of nine total applications per sponsoring agency; and

WHEREAS, applicants shall affirm their commitment to delivering projects in accordance with the requirements of Surface Transportation Block Grant (STBG) Program and Congestion Mitigation & Air Quality (CMAQ) Improvement Program, as applicable; and



WHEREAS, grant proposals for construction work shall obligate Funding Program dollars for construction activities no later than the end of federal fiscal year 2028-29.

WHEREAS, SACOG will not provide additional federal or state funding in the event that cost overruns are identified; and

WHEREAS, project sponsors shall commit to providing local matching dollars, typically 11.47% of the total project cost; and

WHEREAS, SACOG requires that if awarded federal funds by the SACOG Board, Capital SouthEast Connector staff responsible for project delivery must attend quarterly project delivery meetings with SACOG staff to receive assistance until project closeout.

NOW, THEREFORE, BE IT RESOLVED by Capital SouthEast Connector Board of Directors as follows:

SECTION 1. The Executive Director or their designee is authorized to execute all documents necessary to committing the Capital SouthEast Connector to federal, state and regional funding and project delivery requirements, including but not limited to abiding by Funding Program guidelines.

SECTION 2. Acknowledges that in the event of receiving an award by the SACOG Board of Funding Program dollars, that the Capital SouthEast Connector will be required to abide by multiple timely use of funding requirements described in Funding Program guidelines and SACOG's Regional Delivery Policies, including but not limited to, obligating federal funding no later than the end of federal fiscal year 2028-2029 for construction activities, committing to securing required local match dollars, acknowledge that SACOG does not cover cost overruns, and commits staff to attend delivery meetings until project closeout.

SECTION 3. The Executive Director or their designee is directed to submit the following applications for 2026 Six-County Federal Funding Cycle Programs.

Project Title: White Rock Road Trail – Phase 2

Project Description: In Sacramento County, on White Rock Road, from Grant Line Road to Prairie City Road. Construct separated Class I trail and connection to State Park and conform to existing bike and pedestrian facilities at project terminus.



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

* * * * *

PASSED AND ADOPTED this 28th day of August 2026, on a motion by
Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

ITEM 14**MEETING DATE:** August 28, 2026**TITLE:** Authorize the Executive Director to Execute a Grant Agreement with the U.S. Department of Transportation and Subrecipient Agreement with the California Department of Transportation, for the Grant Line Road Safety Improvements Project, for an amount of \$25,000,000 under the Fiscal Year 2024 RAISE Program**PREPARED BY:** Matt Lampa

RECOMMENDATION

Approve Resolution 2026-19 Authorizing the Executive Director to Execute a Grant Agreement with the U.S. Department of Transportation and Subrecipient Agreement with the California Department of Transportation, for the Grant Line Road Safety Improvements Project, for an amount of \$25,000,000

BACKGROUND

In June 2024, the U.S. Department of Transportation selected the Grant Line Road Safety Improvements Project for a \$25 million RAISE grant for construction. The Board has received periodic updates as staff, the Federal Highway Administration (FHWA), and Caltrans developed the RAISE grant agreement.

FHWA provided comments on the RAISE Grant Agreement in July, and Caltrans, the federal recipient and pass-through agency, provided the JPA with a draft subrecipient agreement in June 2026. The JPA and the City of Rancho Cordova jointly are designated subrecipients. The City will implement construction and is signatory to the agreements.

CURRENT PROJECT STATUS

The JPA is acquiring the ultimate right-of-way footprint, preparing the 90% plans, specifications, and estimate, and coordinating with utility owners regarding relocations. Staff continues to coordinate with our partner agencies to close the remaining construction funding gap which is discussed further under Item 15 on today's agenda.

PROJECT SCOPE AND GRANT TERMS

The agreement funds reconstruction of approximately 3.6 miles of Grant Line Road from White Rock Road to Chrysanthy Boulevard as an access-controlled two-lane roadway substantially consistent with the approved EA/FONSI, including:

- 12-foot through lanes, Turn pockets, Earth median;
- 10ft outside and 5 foot inside shoulders;
- A Class I multi-use path on the west side;
- Drainage and water quality improvements;
- Wildlife compatible crossing locations substantially consistent with the EA;
- Frontage, access, or driveways as needed to consolidate access
- Intersection improvements at Chrysanthy Boulevard, North Loop Rd/Glory Lane, Douglas Road, Raymer Way, Teichert Aggregates, and White Rock Road;
- Utility relocations and accommodations for future planned utilities; and
- Lighting, signage, and intelligent transportation systems (ITS) elements to improve safety and traffic operations;
- Soundwall substantially consistent with the EA.

Other pertinent agreement terms include:

- The single-obligation award is administered on a reimbursement basis through Caltrans; no pre-award costs are approved.
- Procurement must follow federal-aid requirements and guidelines.
- Budget Period End Date is 12/31/2031, which is the last day to incur federally reimbursable expenses.

TIMELINE AND AGREEMENT EXECUTION

FHWA advised that the agreement must be signed by the Office of the Secretary of Transportation (OST) and their final review and approval may take several months. Recent revisions to FHWA policy may require that OST not sign the agreement until the JPA and City submit for construction authorization (E-76), aligning grant obligation with authorization and avoiding a significant lag. Staff will continue working with FHWA, Caltrans, and the City to finalize the grant agreements in preparation for construction authorization and execution by all parties.

ATTACHMENTS

- a. Resolution 2026-19
- b. Agreements



ITEM 14 a

RESOLUTION 2026-19

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A GRANT
AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION AND
SUBRECIPIENT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION**

BE IT RESOLVED by the Board of Directors ("Board") of the Capital SouthEast Connector Joint Powers Authority ("Connector JPA") hereby authorizes the Executive Director to Execute a Grant Agreement with the U.S. Department of Transportation and Subrecipient Agreement with the California Department of Transportation, for the Grant Line Road Safety Improvements Project, for an amount of \$25,000,000 under the Fiscal Year 2024 RAISE Program.

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

* * * * *

PASSED AND ADOPTED this 28th day of August, 2026, on a motion by

Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2024 RAISE PROGRAM

This agreement is between the United States Department of Transportation (the “USDOT”) and the California Department of Transportation (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the Grant Line Road Safety Improvements Project.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2024 RAISE Program: FHWA Projects,” dated November 4 2025, which is available at <https://www.transportation.gov/BUILDgrants/grant-agreements>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 SPECIAL TERMS AND CONDITIONS.

2.1 [City of Fresno v. Turner].

Pursuant to the court's preliminary injunction in *City of Fresno v. Turner*, 3:25-cv-07070-RS (N.D. Calif.), ECF No. 46 (September 23, 2025), DOT will not be imposing or enforcing the challenged conditions * or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to the DOT Plaintiffs and subrecipients, or otherwise rescinding, withholding, cancelling, not processing, pausing, freezing, impeding, blocking, cancelling, terminating, delaying, or conditioning DOT funds based on such conditions to the DOT Plaintiffs or their subrecipients while subject to an injunction. Further, DOT will not require the DOT Plaintiffs or their subrecipients to make any certification or other representation related to compliance with such terms and conditions nor will DOT refuse to issue, process, or sign grant agreements based on the DOT Plaintiffs' participation in this litigation. Should DOT prevail in the District Court or on appeal, then DOT will require that recipients agree to the original terms and conditions if they wish to continue with the grant in place. Further, pursuant to the ruling in *State of California v. Duffy*, 1:25-cv-00208-JJM-PAS (D.R.I.), DOT grant agreements have been modified to remove terms and conditions pertaining to cooperation with federal immigration enforcement.

*The challenged conditions include any grant condition that requires or obligates a plaintiff recipient to certify or otherwise agree that it does not operate any Diversity, Equity, and Inclusion (DEI) activities that violate antidiscrimination laws; that it does not promote gender ideology; that it is required to cooperate with federal immigration enforcement; or that otherwise requires compliance with the following Executive Orders: Executive Order (EO) 14151 (*Ending Radical and Wasteful Government DEI Programs and Preferencing*); EO 14168 (*Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government*); EO 14173 (*Ending Illegal Discrimination and Restoring Merit-Based Opportunity*); EO 14182 (*Enforcing the Hyde Amendment*); Executive Order No. 14218 (*Ending Taxpayer Subsidization of Open Borders*); Executive Order No. 14287 (*Protecting American Communities from Criminal Aliens*); and EO 14332 (*Improving Oversight of Federal Grantmaking*). Pursuant to the ruling in *State of California v. Duffy*, 1:25-cv-00208-JJM-PAS (D.R.I.), DOT grant agreements have been modified to remove terms and conditions pertaining to cooperation with federal immigration enforcement.

SCHEDULE A
ADMINISTRATIVE INFORMATION

1. Application.

Application Title: The Grant Line Road Safety Improvements Project - In the City of Rancho Cordova and Sacramento County, reconstruct 3.6 miles of roadway to current design standards and construct adjacent Class I path.

Application Date: 2/28/2024

2. Recipient's Unique Entity Identifier.

See section 28.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Jacky Vang, P.E.
Federal Programs Manager
California Department of Transportation (Caltrans; District 3)
703 B Street, Marysville, CA 95901
(530) 821-8968
Jacky.Vang@dot.ca.gov

Bomasur Banzon, P.E.
District Local Assistance Engineer
California Department of Transportation (Caltrans; District 3)
703 B Street, Marysville, CA 95901
(530) 682-2984
bomasur.banzon@dot.ca.gov

Anmol Mishra
RAISE Grant Program Coordinator
California Department of Transportation (Caltrans)
1120 N Street, Sacramento, CA 95814
(279) 599-4996
Anmol.Mishra@dot.ca.gov

Discretionary Grants Coordinator
Federal Infrastructure Programs Branch
Division of Local Assistance
P.O. Box 942874, MS-1, Sacramento, CA 942874-0001
Discretionary.Grants@dot.ca.gov

4. Recipient Key Personnel.

None.

5. USDOT Project Contact(s).

Andrew T. Bianchi
Project Delivery Team Lead
USDOT – Federal Highway Administration – CA Division
650 Capitol Mall, suite 4-100
Sacramento, CA 95814
(916) 498-5128
andrew.bianchi@dot.gov

6. Payment System.

USDOT Payment System: FMIS

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Division

8. Federal Award Identification Number.

See section 28.2 of the General Terms and Conditions.

9. Designated Subrecipient(s).

Designated Subrecipient: Elk Grove-Rancho Cordova-El Dorado Connector
Authority jointly with the City of Rancho Cordova

Designated Subrecipient Contact(s):

Elk Grove-Rancho Cordova-El Dorado Connector Authority
Derek Minnema
Executive Director
10640 Mather Blvd, Suite 120
Mather, CA 95655
(916) 876-9097
MinnemaD@SacCounty.gov

The City of Rancho Cordova
Albert Stricker
Public Works Director
2729 Prospect Park Dr
Rancho Cordova, CA 95670
(916) 851-8713
AStricker@CityofRanchoCordova.org

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

The project will reconstruct approximately 3.6 miles of an existing two-lane roadway with an added adjacent Class 1 multi-use path on Grant Line Road from White Rock Road to Chrysanthy Boulevard. The Project will also improve intersections where Grant Line Road intersects with White Rock Road, Teichert Aggregates, Raymer Way, Douglas Road, North Loop Rd/Glory Lane, and Chrysanthy Boulevard. In addition, the project corrects existing non-standard horizontal and vertical curves, drainage facilities, and connects to the recently completed connector segments to the east.

2. Statement of Work.

The RAISE award to the Elk Grove-Rancho Cordova-El Dorado Connector Authority (Connector JPA) and the City of Rancho Cordova, provides for the reconstruction of two-lane rural Grant Line Road from White Rock Road to Chrysanthy Boulevard, approximately 3.6 miles in length. Final design will ensure geometric continuity with the existing roadway network and the ultimate expressway configuration.

The Project will reconstruct Grant Line Road into an access-controlled roadway substantially consistent with the EA/FONSI. Improvements include:

- 12-foot through lanes
- Turn pockets
- Earth median
- 10-foot outside and 5-foot inside shoulders
- Class I multi-use path on the west side
- Drainage and water quality improvements
- Wildlife-compatible crossing locations substantially consistent with the EA
- Frontage, access, or residential roads as needed to consolidate access and maintain circulation
- Intersection improvements at White Rock Rd, Teichert Aggregates, Raymer Way, Douglas Road, North Loop Road/Glory Lane, and Chrysanthy Boulevard
- Utility relocations and accommodation for future planned utilities
- Lighting, signage, and intelligent transportation systems (ITS) elements to improve safety and traffic operations
- Soundwall substantially consistent with the EA

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: 12/31/2031

Period of Performance End Date: See section 28.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Construction Substantial Completion and Open to Traffic Date:	11/01/2030

3. Special Milestone Deadlines.

None.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

RAISE Grant Amount: \$25,000,000

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Eligible Project Costs	
	Total
RAISE Funds:	\$25,000,000
Other Federal Funds:	\$0
Non-Federal Funds:	\$20,500,000
Total:	\$45,500,000

4. Cost Classification Table

Reserved.

5. Approved Pre-award Costs

None. The USDOT has not approved under this award any costs incurred under an advanced construction authorization (23 U.S.C. 115), any costs incurred prior to authorization (23 CFR 1.9(b)), or any pre-award costs under 2 CFR 200.458.

**SCHEDULE E
CHANGES FROM APPLICATION**

Scope: No Changes.

Schedule: The Project is currently acquiring the required right-of-way. Negotiations with affected property owners have taken longer than anticipated in the grant application, and right-of-way certification is now expected in June 2027. Construction authorization is therefore anticipated in late 2027 or early 2028. As a result, the proposed Construction Substantial Completion and Open to Traffic dates in Schedule C have been extended by approximately 12 months

The recipient is requesting that the Budget Period End Date be approximately 14 months instead of the typically 12 months as closeout will take a some additional time as there are three local public agencies working together to deliver the project.

Milestone	Application	Schedule C
Planned Construction Substantial Completion and Open to Traffic Date:	11/1/2029	11/1/2030

Budget: No changes.

Other: The Elk Grove-Rancho Cordova-El Dorado Connector Authority and City of Rancho Cordova are jointly advancing the project. The City may serve as the implementing agency during construction.

SCHEDULE F
RAISE PROGRAM DESIGNATIONS

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Capital

3. Historically Disadvantaged Community/Area of Persistent Poverty Designation.

HDC/APP Designation: No

4. Funding Act.

Funding Act: IIJA

5. Security Risk Designation.

Security Risk Designation: Low

SCHEDULE G
RAISE PERFORMANCE MEASUREMENT INFORMATION

Study Area: Grant Line Road, from White Rock Road to Chrysanthy Boulevard

Baseline Measurement Date: August 30, 2025

Baseline Report Date: October 30, 2025

Table 1: Performance Measure Table

Performance Measure	Unit Reported
Sever Crashes	Total sever crashes per year
Travel Time	Average travel time (minutes) per trip

SCHEDULE H LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
X	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
X	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>

	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.
--	--

2. **Supporting Narrative.**

Promotes robust job creation

The Project's construction will create jobs for the local and regional economy. Using the FHWA Employment Impacts of Highway Infrastructure Investment guidance, the Project is estimated to generate approximately 750 direct, indirect, and induced jobs. The City of Rancho Cordova and Sacramento County will support workforce development in the area to hire local workers for different phases of the Project.

Local firms are currently being utilized to advance design and right of way acquisitions. This supports good paying jobs for engineering, design, surveying, and drafting professionals, as well as environmental specialists, real-estate agents, and appraisers.

Construction contractors will be selected based on federal guidelines to ensure licensed contractors utilize union labor and training opportunities are provided. The Project has strong support from the Laborer's International Union of North America (LiUNA) Local 185.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party’s signature.

California Department of Transportation

	By:	
Date		Signature of Recipient’s Authorized Representative
		Dee Lam
		Name
		Chief, Division of Local Assistance
		Title

DESIGNATED SUBRECIPIENT SIGNATURE PAGE

The Designated Subrecipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

Elk Grove-Rancho Cordova-El Dorado Connector Authority

_____	By: _____
Date	Signature of Designated Subrecipient's Authorized Representative
	Derek Minnema

	Name
	Executive Director

	Title

City of Rancho Cordova

_____	By: _____
Date	Signature of Designated Subrecipient's Authorized Representative
	Micah Runner

	Name
	City Manager

	Title

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF TRANSPORTATION

_____	By: _____
Date	Signature of USDOT's Authorized Representative
	Douglas R. Hecox

	Name
	FHWA California Deputy Division Administrator

	Title

[FY24] REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY PROGRAM (RAISE) RECIPIENT- DESIGNATED SUBRECIPIENT AGREEMENT

This Federal Fiscal Year (FY) [2024] RAISE Recipient – Designated Subrecipient Agreement (“Agreement”) is between the State of California Department of Transportation Division of Local Assistance (Recipient or Caltrans) and the Elk Grove-Rancho Cordova-El Dorado Connector Authority, a California joint powers authority and the City of Rancho Cordova, a California Municipal Corporation (“Designated Subrecipient”), collectively known as “Parties.”

RECITALS

WHEREAS, RAISE Grant funds were provided under the authority of the Infrastructure Investment and Jobs Act, Pub. L. 117-58 (November 15, 2021), and the Consolidated Appropriations Act, 2024, Pub. L. No 118-42 (March 8, 2024) for fiscal year 2024 under the heading “National Infrastructure Investments,” to carry out 49 U.S.C. § 6702; and

WHEREAS, on November 30, 2024, the United State Department of Transportation (USDOT) posted a funding opportunity through the Fiscal Year 2024, Rebuilding American Infrastructure with Sustainability and Equity (“RAISE”) Grant Program at Grants.gov, with the funding opportunity title “FY 2024 National Infrastructure Investments” and funding opportunity number DTOS59-24-RA-RAISE; and

WHEREAS, this notice of funding opportunity posted at Grants.gov, as amended on February 23, 2024, (the “NOFO”) solicited applications for Federal financial assistance under the fiscal year 2024 RAISE Program; and

WHEREAS, on or before [February 28 2024] the Designated Subrecipient applied for RAISE Grant funding from the United States Department of Transportation (“Federal Agency”) for the Grant Line Road Safety Improvements Project] (“Project”), which will reconstruct the two-lane rural Grant Line Road from White Rock Road to Chrysanthy Boulevard, approximately 3.6 miles in length; and

WHEREAS, the Designated Subrecipient’s application for Project (“Grant Application”), referenced in section 1 of schedule A of the “U.S. Department of Transportation Grant Agreement Under The Fiscal Year 2024 RAISE Program” (“Recipient Agreement”) for Project between the Federal Agency and the Recipient, includes Standard Form 424 and all information and attachments the Designated Subrecipient submitted with that form through Grants.gov; and

WHEREAS, on [June 26, 2024] the Federal Agency announced application selections under the NOFO and selected Project for Grant funding in the amount of \$[25,000,000]; and

WHEREAS, in this Agreement, “Grant” means an award of funds to the Project that were made available through the NOFO; and

WHEREAS, as a condition to receive the Grant, the Federal Agency requires the Recipient and the Federal Agency, to enter into the Recipient Agreement under the Fiscal Year [2024] Recipient Agreement for the [Grant Line Road Safety Improvements Project] that awards and allocates \$[25,000,000] in Grant funding for the Project to the Recipient; and

WHEREAS, this Agreement reflects the Recipient decision to subaward the Grant Project funding to the Designated Subrecipient; and

WHEREAS, this Agreement reflects the Designated Subrecipient decision to receive the Subaward, defined in 2 C.F.R. § 200.1, of the Grant funding for the purpose of carrying out the Federal award; and

WHEREAS, the Office of the Secretary of Transportation is responsible for the Federal Agency’s overall administration of the Grant Program; and

WHEREAS, the Federal Highway Administration (“Administering Operating Administration”) will administer the Recipient Agreement, on behalf of the Federal Agency; and

WHEREAS, the U.S. Department of Transportation General Terms and Conditions Under the Fiscal Year [2024] (Terms and Conditions), dated [November 4, 2025], is referenced as part of the Recipient Agreement and defines additional responsibilities and requirements that must be followed as a condition to receiving and using the Grant funding; and

WHEREAS, the U.S. Department of Transportation Exhibits to RAISE Grant Agreements Under the Fiscal Year [2024] Grant Program (Exhibits), [November 4, 2025], is referenced in this Agreement, the Recipient Agreement, and the Terms and Conditions and further defines responsibilities and requirements that must be followed as a condition to receiving and using the Grant funding; and

WHEREAS, the Performance Measurement Guidance for the RAISE Discretionary Grant Program updated June 30, 2022, is referenced in this Agreement and used in the Recipient Agreement and the Terms and Conditions define responsibilities and requirements regarding the development, measurement, and reporting of project performance measures; and

WHEREAS, the Parties want the Designated Subrecipient to carry out the Project with the Recipient acting as the “pass-through” entity for purposes of payment of the federal funds to the Designated Subrecipient, per the requirements on pass-through entities under 2 C.F.R. parts 200 et seq. and 1201 et seq., including 2 C.F.R. 200.331–200.333 and 23 U.S.C. 106(g)(4) where applicable; and

WHEREAS, for the purpose of 23 U.S.C. 106(g), the Recipient shall act as if funds under this award are Federal funds under title 23, United States Code; and

WHEREAS, on or about [06/30/2016], the Parties entered into an Administering Agency - State Agreement for Federal-Aid Projects agreement (“Master Agreement”); and

WHEREAS, the Parties, will concurrently enter into this Agreement, which defines specific project responsibilities between the Designated Subrecipient and the Recipient for the Project and include specific project responsibilities to the Federal Agency that are necessary for the development and timely delivery of the Project; and

WHEREAS, this Agreement further establishes oversight and delegation of responsibilities between the Recipient and the Designated Subrecipient, outlined in this Agreement, the Master Agreement, and as allowed per the Recipient Agreement and Terms and Conditions section 3.7(2).

The Parties therefore agree to the following:

AGREEMENT

ARTICLE 1. PURPOSE

Section 1.01 Purpose

- (a) The purpose of this award is to fund an eligible safety improvement project. The parties will accomplish that purpose by achieving the following objectives:
- 1) timely completing the Project; and
 - 2) ensuring the award funds provided under this Agreement are not used as a substitute for non-Federal investment in the Project, except as proposed in the Grant Application, and as modified by schedule E.

ARTICLE 2. FEDERAL AGENCY AND RECIPIENT ROLES

Section 2.01 Federal Agency Responsibilities

- (a) The Office of the Secretary of Transportation is responsible for the Federal Agency's overall administration of this Grant Program, the approval and execution of the Recipient Agreement, and any modifications to the Recipient Agreement under section 15.1 of the Recipient Agreement.
- (b) The Federal Highway Administration (the "FHWA") will administer the Recipient Agreement on behalf of the Federal Agency. The "Administering Operating Administration" means the FHWA.
- (c) The Recipient is responsible for the approval of this Agreement and any modifications to this Agreement under section 15.01.
- (d) The Recipient is subject to the (i) General Terms and Conditions under the Fiscal Year [2024] RAISE Program in effect as of the Effective Date and (ii) Recipient Grant Agreement under the Fiscal Year [2024] RAISE Program which Recipient executed and is in effect as of the Effective Date, and Recipient may take or defer action for the federal government or for Recipient in accordance with the terms, covenants and conditions of those two documents which take precedence over the terms, covenants and conditions of this Agreement.

Section 2.02 Program Contacts

- (a) Federal Agency contacts are located within Schedule A and additional contacts are located in the Article II of the Grant Program Terms & Conditions.
- (b) Recipient contacts are listed in Schedule A.

- (c) The Designated Subrecipient contacts are listed in Schedule A.
- (d) The Recipient is the pass-through entity for purposes of payment of the federal funds to the Designated Subrecipient per the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333 and 23 U.S.C. 106(g)(4) where applicable.

ARTICLE 3. DESIGNATED SUBRECIPIENT ROLE

Section 3.01 Statements on the Project.

- (a) The Designated Subrecipient represents and warrants that:
 - 1) all material statements of fact in the Technical Application were accurate when that application was submitted; and
 - 2) Schedule E documents all material changes in the information contained in that application.

Section 3.02 Statements on Authority and Capacity.

- (a) The Designated Subrecipient represents and warrants that:
 - 1) it has the authority to receive Federal financial assistance under this Agreement;
 - 2) it has the legal authority to complete the Project;
 - 3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this Agreement;
 - 4) not less than the difference between the total eligible project costs listed in schedule D and the Grant Amount listed in section 1 of Schedule D is committed to fund the Project;
 - 5) it has sufficient funds available to ensure that infrastructure completed or improved under this Agreement will be operated and maintained in compliance with this Agreement and applicable Federal law; and
 - 6) the individual executing this Agreement on behalf of the Designated Subrecipient has authority to enter this agreement and make the statements in this article 3 and in section 21.07 on behalf of the Designated Subrecipient.

Section 3.03 Federal Agency and Recipient Reliance.

- (a) The Designated Subrecipient agrees that:
 - 1) the Federal Agency and the Recipient relied on statements of fact in the Technical Application to select the Project to receive this award;
 - 2) The Federal Agency and the Recipient relied on statements of fact in both the Technical Application and this Agreement to determine that the Designated Subrecipient and the Project are eligible under the terms of the NOFO;
 - 3) the Federal Agency relied on statements of fact in both the Technical Application and the Recipient Agreement to establish the terms of this agreement; and
 - 4) the Recipient relied on statements of fact in both the Technical Application and the Recipient Agreement to establish the terms of this Agreement; and
 - 5) the Federal Agency's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

Section 3.04 Project Delivery.

- (a) The Designated Subrecipient shall complete the Project under the terms of this Agreement.

- (b) The Designated Subrecipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all federal laws, regulations, and policies that are applicable to projects of the Administering Operating Administration and the Recipient.

Section 3.05 Rights and Powers Affecting the Project.

- (a) The Designated Subrecipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under the Recipient Agreement and to the Designated Subrecipient's performance under this Agreement, without written approval of the Recipient and the Federal Agency.
- (b) The Designated Subrecipient shall act promptly, in accordance with all applicable law and in a manner acceptable to the Federal Agency and the Recipient, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Designated Subrecipient's performance under the Recipient Agreement and this agreement.

Section 3.06 Notification of Changes to Key Personnel.

- (a) The Designated Subrecipient shall notify all Federal Agency and all Recipient representatives who are identified and referenced in Schedule A and Section 2.02 and in writing within 30 calendar days of any change in key personnel who are also referenced and identified in Section 2.02 and Schedule A.

Section 3.07 Subaward to Designated Subrecipient.

- (a) Schedule A identifies a Designated Subrecipient, therefore:
 - 1) the Recipient hereby awards a subaward to the Designated Subrecipient for the purpose described in section 1.01;
 - 2) the Recipient and the Designated Subrecipient have chosen to enter into this separate Agreement, to which the Federal Agency is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the Designated Subrecipient; and
 - 3) for the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

Section 3.08 Designated Subrecipient Statements and Responsibilities.

- (a) Schedule A identifies a Designated Subrecipient, therefore:
 - 1) the Designated Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 3.1 and 3.2 of the Recipient Agreement; and
 - 2) the Designated Subrecipient assumes the Recipient's reporting obligations under articles 7 and 8 of the Terms and Conditions.

Section 3.09 Title 23 Oversight Responsibilities for Subawards.

- (a) Section 9 of schedule A identifies a Designated Subrecipient, therefore, for the purpose of 23 U.S.C. 106(g), the Designated Subrecipient shall act as if funds under this subaward are Federal funds under title 23, United States Code.

Section 3.10 The Designated Subrecipient is assigned the responsibilities, including but not limited to, the administrative purpose outlined in this Agreement.

ARTICLE 4. AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

Section 4.01 Federal Award Amount.

- (a) The Federal Agency awarded a grant to the Recipient in the amount listed in section 1 of schedule D as the RAISE Grant Amount.
- (b) The Recipient hereby subawards a grant to the Designated Subrecipient in the amount listed in section 1 of schedule D of the Recipient Agreement as the Subaward Grant Amount.

Section 4.02 Federal Funding Source.

- (a) If section 4 of schedule F identifies the Funding Act as “IIJA,” then the RAISE Grant is from RAISE Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021).
- (b) If section 4 of schedule F identifies the Funding Act as “FY2024,” then the RAISE Grant is from RAISE Program funding that was appropriated in the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (March 8, 2024).
- (c) If section 4 of schedule F contains a table that lists separate amounts for “IIJA” and “FY2024,” then the amount listed for “IIJA” is from RAISE Program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021) and the amount listed for “FY2024” is from RAISE Program funding that was appropriated in the Consolidated Appropriations Act, 2024, Pub. L. No. 118-42 (March 8, 2024).

Section 4.03 Federal Obligations.

- (a) The Federal Obligation Type identified in section 2 of schedule D is “Single,” therefore:
 - (1) the Recipient Agreement apportions for the budget period the amount listed in section 1 of schedule D as the Grant Amount;
 - (2) to obligate the funds to Project and phase of work, the Designated Subrecipient shall submit a Request for Authorization to the Recipient, per the process and procedures detailed in the Local Assistance Procedures Manual (LAPM) for the amount of funding and the phase of work specified in Schedule D; and
 - (3) the federal reimbursable work on Project shall not begin until the Designated Subrecipient requests and receives the Administering Operating Administration authorization approval via an “E76” document, and confirms the E76 shows the appropriate amount of federal funds have been authorized by Administering Operating Administration to the appropriate phase of work, as detailed in Schedule D.

Section 4.04 Budget Period.

- (a) The budget period for this award begins on the date of this Agreement and ends on the budget period end date that is listed in section 1 of schedule C. In this Agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

Section 4.05 Period of Performance.

- (a) If, the USDOT Payment System identified in schedule A is "FMIS" or "FMIS Current Bill," then the period of performance for this award begins on the date of this Agreement and ends on project end date in FMIS.
- (b) Reserved.
- (c) In this Agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

ARTICLE 5. STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

Section 5.01 Notification Requirement.

- (a) The Designated Subrecipient shall notify in writing all Federal Agency representatives and Recipient representatives who are identified in schedule A of the Recipient Agreement in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Designated Subrecipient's capacity or intent to complete the Project in compliance with this Agreement.
- (b) In that notification, the Designated Subrecipient shall describe the change and what actions the Designated Subrecipient has taken or plans to take to ensure completion of the Project.
- (c) The notification requirement under this section 5.01 is separate from any requirements under this article 5 that the Designated Subrecipient request modification of the Recipient Agreement or this Agreement.

Section 5.02 Scope and Statement of Work Changes.

- (a) If the Project's activities differ from the activities described in schedule B, then the Designated Subrecipient shall request a modification of this Agreement to update schedule B.

Section 5.03 Schedule Changes.

- (a) If one or more of the following conditions are satisfied, then the Designated Subrecipient shall request a modification of the Recipient Agreement to update Schedule C:
 - 1) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Designated Subrecipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C; or
 - 2) a schedule change would require the budget period to continue after the budget period end date listed in section 1 of schedule C (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phase, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements).
- (b) For other schedule changes, the Designated Subrecipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

Section 5.04 Budget Changes.

- (a) The Designated Subrecipient acknowledges and agrees that if the cost of completing the Project increases:

- 1) that increase does not affect the Designated Subrecipient's obligation under this Agreement to complete the Project; and
 - 2) the Federal Agency and Recipient will not increase the amount of the Award and this subaward to address any funding shortfall.
- (b) The Designated Subrecipient shall request a modification of the Recipient Agreement to update this Agreement to update Schedule D if, in comparing the Project's budget to the amounts listed in section 3 of Schedule D:
- 1) the total "Non-Federal Funds" amount decreases; or
 - 2) the total eligible project costs amount decreases.
- (c) For budget changes that are not identified in section 5.04(b) of this Agreement, the Designated Subrecipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.
- (d) If there are Project Cost Savings, then the Designated Subrecipient may propose to the Federal Agency and the Recipient, in writing consistent with the Administering Operating Administration's requirements, to include in the Project, specific additional activities that are within the scope of this award, as defined in section 1.01 of this Agreement and Schedule B, and that the Designated Subrecipient could complete with the Project Cost Savings.

In this Agreement, "**Project Cost Savings**" means the difference between the actual eligible project costs and the total eligible project costs that are listed in section 3 of schedule D, but only if the actual eligible project costs are less than the total eligible project costs that are listed in section 3 of Schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in section 3 of Schedule D.

- (e) If there are Project Cost Savings and either the Designated Subrecipient does not make a proposal under section 5.04(d), the Federal Agency does not accept the proposal under section 5.04(d), or the Recipient does not accept the Designated Subrecipient's proposal under section 5.04(d) then:
- 1) in a request under section 5.04(b), the Designated Subrecipient shall reduce the Federal Share by the Project Cost Savings; and
 - 2) if that modification reduces this award and the Federal Agency or Recipient had reimbursed costs exceeding the revised award, the Designated Subrecipient shall refund to the Recipient the difference between the reimbursed costs and the revised award.

In this Agreement, "**Federal Share**" means the sum of the total "RAISE" and "Other Federal Funds" amounts that are listed in Schedule D.

- (f) The Designated Subrecipient acknowledges and agrees that amounts that are required to be refunded under section 5.04(e)(2) constitute a debt to the Federal Government that the Federal Agency and Recipient may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

Section 5.05 Federal Agency and Recipient Acceptance or Rejection of Changes.

- (a) The Federal Agency may accept or reject modifications requested under this Article 5, and in doing so may elect to consider only the interests of the Grant Program and the Federal Agency.
- (b) The Recipient may accept or reject modifications requested under this Article 5, and in doing so may elect to consider only the interests of the Grant Program and the Recipient.
- (c) The Designated Subrecipient acknowledges and agrees that requesting a modification under this Article 5 does not amend, modify, or supplement this Agreement unless:
 - 1) the Recipient accepts that modification request under section 15.02(b),
 - 2) the Federal Agency accepts the modification request under section 15.1 of the Recipient Agreement, and
 - 3) the Federal Agency and the Recipient each modify the Recipient Agreement under section 15.1 of the Recipient Agreement.

ARTICLE 6. GENERAL REPORTING TERMS

Section 6.01 Report Submission.

- (a) The Designated Subrecipient shall send all reports required by this Agreement to all Federal Agency contacts who are listed in schedule A of the Recipient Agreement, all Federal Agency contacts who are listed in section 2.02, and all Recipient contacts listed in schedule A.

Section 6.02 Alternative Reporting Methods.

- (a) The Administering Operating Administration and Recipient may establish processes for the Designated Subrecipient to submit reports required by this Agreement, including electronic submission processes.
- (b) If the Designated Subrecipient is notified of those processes in writing, the Designated Subrecipient shall use the processes required by the Administering Operating Administration and Recipient, including earlier submission deadlines of the reports to from the Designated Subrecipient to the Recipient.

Section 6.03 Paperwork Reduction Act Information.

- (a) Under 5 C.F.R. 1320.6, the Designated Subrecipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "OMB").
- (b) Notwithstanding any other term of this Agreement, the due date for any information collections required under this Agreement, including the reporting requirements in article 7 and article 8, is the later of (1) the due date stated with the requirement and (2) the 30th day after OMB approves that information collection.
- (c) Collections of information conducted under this Agreement are approved under OMB Control No. 2105-0563.

ARTICLE 7. PROGRESS AND FINANCIAL REPORTING

Section 7.01 Quarterly Project Progress Reports and Recertifications.

- (a) On or before the 20th day of the first month of each calendar year quarter and until the end of the period of performance, the Designated Subrecipient shall submit to the Federal Agency a Project Progress Report and Recertification occurring quarterly in the format and with the content described in Exhibit C.

- (b) If the date of this Agreement is in the final month of a calendar year quarter, then the Designated Subrecipient shall submit the first Project Progress Report and Recertification in the second calendar year quarter that begins after the date of the Recipient Agreement.

Section 7.02 Final Progress Reports and Financial Information.

- (a) No later than 120 days after the end of the period of performance, the Designated Subrecipient shall submit:
- 1) a Final Project Progress Report and Recertification in the format and with the content described in Exhibit C for each Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and
 - 2) any other information required under the Administering Operating Administration's and Recipient's award closeout procedures.

ARTICLE 8. PERFORMANCE REPORTING

Section 8.01 Baseline Performance Measurement.

- (a) If the Capital-Planning Designation in section 2 of schedule F is "Capital" or "Capital Construction" then:
- 1) The Designated Subrecipient shall collect data for each performance measure that is identified in the Performance Measure Table in Schedule G, accurate as of the Baseline Measurement Date that is identified in schedule G; and
 - 2) on or before the Baseline Report Date that is stated in Schedule G, the Designated Subrecipient shall submit a Baseline Performance Measurement Report that contains the data collected under section 8.01 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Schedule G.

Section 8.02 Post-construction Performance Measurement.

- (a) If the Capital-Planning Designation in schedule F of the Recipient Agreement is "Capital" or "Capital Construction" then:
- 1) for each performance measure that is identified in the Performance Measure Table in schedule G with quarterly measurement frequency data for that performance measure; and for each of 12 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Designated Subrecipient shall collect data for that performance measure.
 - 2) for each performance measure that is identified in the Performance Measure Table in schedule G with annual measurement frequency, the Designated Subrecipient shall collect data for that performance measure on at least three separate occasions, including:
 - i. once during the four consecutive calendar quarters that begin after the Project substantial completion date;
 - ii. once during the fourth calendar quarter after the first collection; and
 - iii. once during the eighth calendar quarter after the first collection.
 - 3) not later than January 31 of each year that follows a calendar year during which data was collected under this section 8.02, the Designated Subrecipient shall submit to the

Federal Agency and Recipient a Post-construction Performance Measurement Report containing the data collected under this section 8.02 in the previous calendar year and stating the dates when the data was collected.

- (b) If an external factor significantly affects the value of a performance measure collected under section 8.02, then the Designated Subrecipient shall identify that external factor in the Post-construction Performance Measurement Report and discuss the external factor's influence on the performance measure.

Section 8.03 Project Outcomes Report.

- (a) If the Capital-Planning Designation in section 2 of schedule F is "Capital," then the Designated Subrecipient shall submit to the Federal Agency and Recipient, not later than January 31 of the year that follows the final calendar year during which data was collected under section 8.02, a Project Outcomes Report that contains:
 - 1) a narrative discussion detailing project successes and the influence of external factors on project expectations;
 - 2) all baseline and post-construction performance measurement data that the Designated Subrecipient reported in the Baseline Performance Measurement Report and the Post-construction Performance Measurement Reports; and
 - 3) a post Project examination of project effectiveness relative to the baseline data that the Designated Subrecipient reported in the Baseline Performance Measurement Report.

Section 8.04 Reporting Survival.

- (a) The data collection and reporting requirements in this article 8 survive the termination of this Agreement.

ARTICLE 9. NONCOMPLIANCE AND REMEDIES

Section 9.01 Noncompliance Determinations.

- (a) If the Federal Agency or the Recipient determine that the Designated Subrecipient may have failed to comply with the United States Constitution, Federal law, the Recipient Agreement, this Agreement, the Terms and Conditions, or Exhibits, the Federal Agency or the Recipient may notify the Designated Subrecipient of a proposed determination of noncompliance. For that notice to be effective, it must be written and the Federal Agency or the Recipient must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Designated Subrecipient may respond to the notice.
- (b) If the Federal Agency or Recipient notifies the Designated Subrecipient of a proposed determination of noncompliance under section 9.01(a), the Designated Subrecipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Designated Subrecipient may:
 - 1) accept the remedy;
 - 2) acknowledge the noncompliance, but propose an alternative remedy; or
 - 3) dispute the noncompliance.

To dispute the noncompliance, the Designated Subrecipient must include in its response documentation or other information supporting the Designated Subrecipient's compliance.

- (c) The Federal Agency or the Recipient may make a final determination of noncompliance only:
 - 1) after considering the Designated Subrecipient's response under section 9.01(b); or
 - 2) if the Designated Subrecipient fails to respond under section 9.01(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the Federal Agency or the Recipient must provide to the Designated Subrecipient a notice that states the bases for that determination.

Section 9.02 Remedies.

- (a) If the Federal Agency or the Recipient makes a final determination of noncompliance under section 9.01, the Federal Agency or the Recipient may take any remedies available to it, including:
 - 1) adding additional conditions or modifying existing conditions on the award;
 - 2) exercising any remedy permitted under 2 C.F.R. 200.339-200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Designated Subrecipient to the Federal Agency via the Recipient; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
 - 3) terminating the Agreement; or
 - 4) any other remedy legally available.
- (b) To impose a remedy, the Federal Agency or Recipient must provide to the Designated Subrecipient a notice that describes the remedy and the effective date of the remedy.
- (c) If the Federal Agency or Recipient determine that it is in the public interest, the Federal Agency or Recipient may impose a remedy, including all remedies described in section 9.02(a), before making a final determination of noncompliance under section 9.01. If Federal Agency or Recipient do so, then the notice provided under section 9.01(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 9.02 or making a public interest determination under section 9.02(c), the Federal Agency or the Recipient may elect to consider the interests of only the Federal Agency or the Recipient, respectively.
- (e) The Designated Subrecipient acknowledges that amounts that the Federal Agency or Recipient requires the Designated Subrecipient to refund to the Federal Agency or Recipient, due to a remedy under this section 9.02 constitute a debt to the Federal Government that the Federal Agency or Recipient may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

Section 9.03 Other Oversight Entities.

- (a) Nothing in this Article IX limits any party's authority to report activity under this Agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 10. AGREEMENT TERMINATION

Section 10.01 Recipient Termination.

- (a) The Recipient may terminate this Agreement if any of the following occurs:
 - 1) the Designated Subrecipient fails to timely obtain or timely provide any non- Grant contribution or alternatives approved by the Federal Agency and the Recipient as provided in this Agreement and consistent with Schedule D;
 - 2) the completion date for the Project or a component of the Project that is listed in Section 2 of Schedule C does not occur within six months after the date listed in Section 2 of Schedule C;
 - 3) the Designated Subrecipient fails to meet a milestone listed in Section 3 of Schedule C by the deadline date listed in that section for that milestone;
 - 4) the Designated Subrecipient fails to comply with this Agreement, including a material failure to comply with the project schedule in Schedule C even if it is beyond the reasonable control of the Designated Subrecipient;
 - 5) circumstances cause changes to the Project that the Federal Agency or Recipient determines are inconsistent with the Federal Agency's basis for selecting the Project to receive a RAISE Grant; or
 - 6) the Federal Agency or Recipient determines that termination of this Agreement is in the public interest.
 - 7) the Designated Subrecipient breaches this Agreement and does not remedy the breach within 7 days of written notice by the Federal Agency, Administering Operating Administration, or Recipient.
- (b) In terminating this Agreement under this section, the Recipient may elect to consider only the interests of the Recipient.
- (c) This section 10.01 does not limit the Recipient's ability to terminate this Agreement as a remedy under section 9.02.
- (d) The Designated Subrecipient may request that the Recipient terminate the Agreement under this section 10.01.

Section 10.02 Closeout Termination.

- (a) This Agreement terminates upon the occurrence of the Project Closeout.
- (b) In this Agreement, "Project Closeout" means the date that the Federal Agency informs the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

Section 10.03 Post-Termination Adjustments.

- (a) The Designated Subrecipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the Agreement does not extinguish the Federal Agency's or Recipient's authority to disallow costs, including costs that the Federal Agency or Recipient reimbursed before termination, and recover funds from the Designated Subrecipient.

Section 10.04 Non-Terminating Events.

- (a) The end of the budget period described under in this Agreement does not terminate this Agreement or the Designated Subrecipient's obligations under this Agreement.
- (b) The end of the period of performance described in this Agreement does not terminate this Agreement or the Designated Subrecipient's obligations under this Agreement.

- (c) The cancellation of funds under this Agreement does not terminate this agreement or the Designated Subrecipient's obligations under this agreement."
- (d) The cancellation of funds under this Agreement does not terminate the Recipient Agreement or the Designated Subrecipient's obligations under the Recipient Agreement.

Section 10.05 Other Remedies.

- (a) The termination authority under this article 10 supplements and does not limit the Federal Agency's and Recipient's remedial authority under article 16 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340 or the Recipient's remedial authority under the Local Agency – Caltrans Master Agreement and the Project's Program Supplement Agreement.

ARTICLE 11. MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

Section 11.01 Designated Subrecipient Monitoring and Record Retention.

- (a) The Designated Subrecipient shall monitor activities under this subaward, including activities under other subawards and contracts, to ensure:
 - 1) that those activities comply with this Agreement; and
 - 2) that funds provided under this subaward are not expended on costs that are not allowable under this subaward or not allocable to this subaward.
- (b) If the Designated Subrecipient makes a subaward under this subaward, the Designated Subrecipient shall monitor the activities of their subrecipient in compliance with 2 C.F.R. 200.332(e).
- (c) The Designated Subrecipient shall retain records relevant to their subaward as required under 2 C.F.R. 200.334.

Section 11.02 11.02 Financial Records and Audits.

- (a) The Designated Subrecipient shall keep all project accounts and records that fully disclose the amount and disposition by the Designated Subrecipient of the subaward funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Designated Subrecipient shall keep accounts and records described under section 11.02(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. 200 subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Designated Subrecipient shall separately identify expenditures under the fiscal year(s) of the Grant in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Designated Subrecipient shall:
 - 1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including the FY in the program name; and
 - 2) list expenditures under that program on a separate row under Part II, Item 1 ("Federal Awards Expended During Fiscal Period") of Form SF-SAC, including FY in column c ("Additional Award Identification").

Section 11.03 Internal Controls.

- (a) The Designated Subrecipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

Section 11.04 Federal Agency Record Access.

- (a) The Federal Agency and the Recipient may access Designated Subrecipient records related to this award under 2 C.F.R. 200.337.

Section 11.05 Title 23 Oversight Responsibilities.

- (a) This subaward is subject to the oversight program at 23 U.S.C. 106(g).

ARTICLE 12. CONTRACTING AND SUBAWARDS

Section 12.01 Minimum Wage Rates.

- (a) The Designated Subrecipient shall include, in all contracts in excess of \$2,000 for work to be performed on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act, 40 U.S.C. 3141–3148, or 23 U.S.C. 113, as applicable, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

Section 12.02 Buy America.

- (a) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. 313, as implemented by the Administering Operating Administration.
- (b) The Designated Subrecipient acknowledges that this Agreement is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b).
- (c) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1298 (2021), as implemented by OMB, USDOT, and FHWA. The Designated Subrecipient acknowledges and agrees that the Recipient Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (d) Under 2 C.F.R. 200.322, as appropriate and in accordance with applicable law, the Designated Subrecipient should, to the greatest extent practicable under this subaward, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Designated Subrecipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this subaward.

Section 12.03 Small and Disadvantaged Business Requirements.

- (a) The Designated Subrecipient shall expend the Grant funds in compliance with the requirements at 49 C.F.R. part 26 (“Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs”).
- (b) If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 CFR 200.321, including any amendments thereto.

Section 12.04 Engineering and Design Services.

- (a) The Designated Subrecipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under the Brooks Act, 40 U.S.C. 1101-1104 as implemented in 23 U.S.C. 112(b)(2), or an equivalent qualifications-based requirement prescribed for or by the Designated Subrecipient and approved in writing by the Federal Agency.

Section 12.05 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

- (a) The Designated Subrecipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Designated Subrecipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this subaward.

Section 12.06 Pass-through Entity Responsibilities.

- (a) If the Designated Subrecipient makes a subaward under this subaward, the Designated Subrecipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333 and 23 U.S.C. 106(g)(4), where applicable.

Section 12.07 Subaward and Contract Authorization.

- (a) If the Office for Subaward and Contract Authorization identified in section 7 schedule A is “FHWA Division,” then the Designated Subrecipient shall comply with subaward and contract authorization requirements under 23 C.F.R chapter I, subchapter G.
- (b) If the USDOT Office for Subaward and Contract Authorization identified in section 7 of schedule A is “FHWA Division,” then the Designated Subrecipient shall obtain prior written approval from the Federal Agency agreement officer for the subaward or contracting out of any work under this Agreement. That approval will be contingent upon a fair and reasonable price determination on the part of the Designated Subrecipient and the agreement officer’s concurrence on that determination. Approvals under 2 CFR 200.308(f)(6) do not apply to the acquisition of supplies, material, equipment, or general support services.

ARTICLE 13. COSTS, PAYMENTS, AND UNEXPENDED FUNDS

Section 13.01 Limitation of Federal Award Amount.

- (a) Under this subaward, the Federal Agency, Administering Operating Agency, and Recipient shall not provide funding greater than the amount obligated under section 4.03.
- (b) The Designated Subrecipient acknowledges that the Federal Agency, Administering Operating Agency, and the Recipient are not liable for payments exceeding that amount, and the Designated Subrecipient shall not request reimbursement of costs exceeding that amount.

Section 13.02 Projects Costs.

- (a) This subaward is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

Section 13.03 Timing of Project Costs.

- (a) The Designated Subrecipient shall not charge to the Grant subaward costs that are incurred after the budget period.
- (b) The Designated Subrecipient shall not charge to the Grant costs that were incurred before the date of this Agreement unless those costs are identified in section 5 of schedule D and would have been allowable if incurred during the budget period.
- (c) This limitation applies to costs incurred under an advance construction authorization (23 U.S.C. 115), costs incurred prior to authorization (23 C.F.R. 1.9(b)), and pre-award costs under 2 C.F.R. 200.458.
- (d) This Agreement hereby terminates and supersedes any previous Federal Agency, Administering Operating Agency, and Recipient approval for the Designated Subrecipient to incur costs under this subaward for the Project.
- (e) Section 5 of schedule D is the exclusive Federal Agency or Administering Operating Agency approval of costs incurred before the date of this Agreement.
- (f) If the Federal Agency or Administering Operating Agency Payment System identified in this Agreement is "FMIS" and the Recipient Agreement identifies an advance construction authorization under 23 U.S.C. 115, then the Designated Subrecipient may charge to the Grant award, for payment from the Grant or other Federal amounts, costs that were incurred before the date of the Recipient Agreement, and complied with the terms of that authorization, and would have been allowable if incurred during the budget period.
- (g) Reserved.

Section 13.04 Designated Subrecipient Recovery of Federal Funds.

- (a) The Designated Subrecipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the Federal Agency, Administering Operating Agency, or Recipient determines, after consultation with the Designated Subrecipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award.
- (b) The Designated Subrecipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the subaward unless approved in advance in writing by the Federal Agency, Administering Operating Agency, and Recipient.

Section 13.05 Unexpended Federal Funds.

- (a) Any Federal funds that are awarded at section 4.01 but not expended on allocable, allowable costs remain the property of the United States.

Section 13.06 Timing of Payments to the Designated Subrecipient.

- (a) Reimbursement is the payment method for the Grant Program.
- (b) The Designated Subrecipient shall not request reimbursement of a cost before the Designated Subrecipient has paid the obligation for that cost.
- (c) If the Payment System identified in Schedule A is "FMIS," then the Designated Subrecipient shall follow FMIS procedures to request and receive reimbursement payments under this award per the procedures outlined in the Caltrans Local Assistance Procedures Manual and related Office Bulletins.

- (d) The Federal Agency, Administering Operating Agency, and the Recipient may deny a payment request that is not submitted using the method identified in this section.

Section 13.07 Payment Method

- (a) The Federal Agency Payment System identified in section 6 of schedule A is “FMIS,” thus the Designated Subrecipient shall follow the Recipient’s Division of Local Assistance process and procedures to request and receive reimbursement payments under this award.
- (b) Reserved.
- (c) The Federal Agency and Recipient may deny a payment request that is not submitted using the method identified in this section 13.07.

Section 13.08 Information Supporting Expenditures.

- (a) If the Designated Subrecipient submits a request for reimbursement that the Federal Agency, Administering Operating Agency, or Recipient determine does not include or is not supported by sufficient detail, the Federal Agency, Administering Operating Agency, or Recipient may deny the request or withhold processing the request until the Designated Subrecipient provides sufficient detail.

Section 13.09 Reimbursement Frequency.

- (a) Once federal funds are encumbered and all funds have not yet been invoiced, the Designated Subrecipient shall invoice for eligible work performed the unexpended federal Project funds on Project, a minimum of once every 6 months, until the unexpended federal Project funds are exhausted or the project is complete.

ARTICLE 14. LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

Section 14.01 Liquidation of Recipient Obligations.

- (a) The Designated Subrecipient shall liquidate all obligations of award funds under this Agreement not later than the earlier of:
 - 1) 120 days after the end of the period of performance; or
 - 2) the statutory funds cancellation date identified in section 14.02.
- (b) Liquidation of obligations and adjustment of costs under this Agreement follow the requirements of 2 C.F.R. 200.344–200.346.

Section 14.02 Funding Availability for Expenditure.

- (a) Funding availability for obligation and expenditure is available in accordance with the dates and authorities referenced in section 14.2 of the Terms and Conditions.
- (b) Section 4.02 identifies the specific source or sources of funding for this subaward.

ARTICLE 15. AGREEMENT MODIFICATIONS

Section 15.01 Bilateral Modifications.

- (a) The parties may amend, modify, or supplement this Agreement by mutual agreement in writing signed by the Recipient and the Designated Subrecipient. Either party may request to amend, modify, or supplement this Agreement by written notice to the other party.
- (b) The Recipient Agreement may be amended, modified, or supplemented by mutual agreement in writing, signed by the Federal Agency and the Recipient. The Designated Subrecipient may request to amend, modify, or supplement the Recipient Agreement by written notice to the Federal Agency and the Recipient.

Section 15.02 Contact Modifications.

- (a) The Designated Subrecipient may update the contacts who are listed in Section 9 of Schedule A by written notice to all of the Federal Agency and Recipient contacts who are listed in sections 3 and 5 of schedule A.
- (b) The Recipient may update the Recipient contacts who are listed in Sections 3 of schedule A by written notice to all of the Designated Recipient contacts who are listed in section 9 of Schedule A.
- (c) Upon receiving notice from the Federal Agency of updated contact information for the Federal Agency, the Recipient will provide a copy of the Federal Agency's written notice to the Designated Subrecipient.

Section 15.03 Provisions that Conflict with Federal law.

- (a) If any provision of this Agreement conflicts with Federal law including the Program Statute, then the Federal law prevails.
- (b) Either party shall notify the other party upon discovery that a provision conflicts with Federal law and the parties shall agree to amend this Agreement in accordance with section 15.01.
- (c) Either party must provide written notice to the other party when it acts or refuses to act where its action or inaction conflicts with a provision of this Agreement but complies with Federal law.

Section 15.04 Other Modifications.

- (a) The parties shall not amend, modify, or supplement the Recipient Agreement or this Agreement except as permitted under sections 15.01, 15.02, or 15.03.
- (b) If an amendment, modification, or supplement is not permitted under sections 15.01, 15.02, or 15.03, it is void.

ARTICLE 16. CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

Section 16.01 Climate Change and Environmental Justice.

- (a) In compliance with Executive Order 14008, "Tackling the Climate Crisis at Home and Abroad" (Jan. 27, 2021), schedule H documents the consideration of climate change and environmental justice impacts of the Project.

ARTICLE 17. RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

Section 17.01 Racial Equity and Barriers to Opportunity.

- (a) In compliance with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan. 20, 2021), schedule I documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

ARTICLE 18. LABOR AND WORK

Section 18.01 Labor and Work.

- (a) Consistent with Executive Order 14025, "Worker Organizing and Empowerment" (Apr. 26, 2021), and Executive Order 14052, "Implementation of the Infrastructure Investment and Jobs Act" (Nov. 15, 2021), schedule J documents the consideration of job quality and labor rights, standards, and protections related to the Project.

Section 18.02 OFCCP Mega Construction Project Program.

- (a) If the total eligible project costs that are listed in section 3 of schedule D are greater than \$35,000,000 and the Department of Labor's Office of Federal Contract Compliance Programs (the "OFCCP") selects this award for participation in the Mega Construction Project Program, then the Designated Subrecipient shall partner with OFCCP, as requested by OFCCP.

ARTICLE 19. CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

Section 19.01 Critical Infrastructure Security and Resilience.

- (a) In compliance with Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Designated Subrecipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project.
- (b) If the Security Risk Designation in the Recipient Agreement is "Elevated," then, not later than two years after the date of this agreement, the Designated Subrecipient shall submit to the Federal Agency and the Recipient a report that:
 - 1) identifies a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project; and
 - 2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project; and
 - 3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project; and
 - 4) documents the results of a self-assessment of the Designated Subrecipient's cybersecurity posture and capabilities; and
 - 5) describes any additional actions that the Designated Subrecipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.
- (c) This article is only applicable when the article titled "Critical Infrastructure Security and Resilience" is included in the Terms and Conditions as referenced in the Recipient Agreement.

ARTICLE 20. CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

Section 20.01 Critical Infrastructure Security and Resilience.

- (a) Consistent with Presidential Policy Directive 21, "Critical Infrastructure Security and Resilience" (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Designated Subrecipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project.
- (b) If the Security Risk Designation in section 5 of schedule F is "Elevated," then the Designated Subrecipient shall:
 - 1) in the first Quarterly Project Progress Report and Recertification that the Designated Subrecipient submits under section 7.01, identify a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project; and

- 2) in the second Quarterly Project Progress Report and Recertification that the Designated Subrecipient submits under section 7.01, provide a plan for completing the requirements in section 20.01(c).
- (c) If the Security Risk Designation in section 5 of schedule F is “Elevated,” then not later than the eighth Quarterly Project Progress Report and Recertification that the Designated Subrecipient submits under section 7.01, the Designated Subrecipient shall include each of the following in a Quarterly Project Progress Report and Recertification that the Designated Subrecipient submits under section 7.01:
 - 1) a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project or a summary of that plan;
 - 2) a cybersecurity incident response plan for the transportation infrastructure being improved in the Project or a summary of that plan;
 - 3) the results of a self-assessment of the Recipient’s cybersecurity posture and capabilities or a summary of those results; and
 - 4) a description of any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 21. NOTICES

Section 21.01 Form of Notice.

- (a) For a notice under this Agreement to be valid, it must be in writing.
- (b) For a notice to Federal Agency and Recipient under this agreement to be valid, it must be signed and dated by an individual with authority to act on behalf of the Subrecipient.

Section 21.02 Method of Notice to the Federal Agency and the Recipient.

- (a) For a notice to the Federal Agency and the Recipient under this agreement to be valid, it must be sent by one or more of the following: (1) email; (2) a national transportation company with all fees prepaid and receipt of delivery; or (3) by registered or certified mail with return receipt requested and postage prepaid.
- (b) For a notice to the Federal Agency and the Recipient under this agreement to be valid, it must be addressed to all of the Federal Agency and Recipient contacts who are listed in schedule A and in Article 2 of the Grant Program Terms & Conditions.
- (c) Except as specified in section 21.02(d), a valid notice to the Federal Agency and the Recipient under this agreement will be deemed to have been received on the earliest of (1) when the email is received by the Federal Agency and the Recipient, as recorded by the Federal Agency’s and the Recipient’s email systems, and (2) when indicated on the receipt of delivery by national transportation company or mail.
- (d) If a valid notice or other communication to the Federal Agency and the Recipient under this Agreement is received after 5:00 p.m. on a business day, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

Section 21.03 Method of Notice to Designated Subrecipient.

- (a) Except as specified in section 21.03(d), for a notice to the Designated Subrecipient under this Agreement to be valid, it must be sent by one or more of the following: (1) email; (2) a national transportation company with all fees prepaid and receipt of

delivery; or (3) registered or certified mail with return receipt requested and postage prepaid.

- (b) For a notice to the Designated Subrecipient under this Agreement to be valid, it must be addressed to all of the Designated Subrecipient contacts who are listed in schedule A.
- (c) A valid notice to the Designated Subrecipient under this Agreement is effective when received by the Designated Subrecipient. It will be deemed to have been received:
 - 1) for email, on receipt; and, for other delivery, when indicated on the receipt of delivery by national transportation company or mail; or
 - 2) if the Designated Subrecipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address or representatives for which no notice was given, then on that rejection, refusal, or inability to deliver.
- (d) For a notice to the Designated Subrecipient under article 9 to be valid, it must be sent by one or more of the following:
 - 1) a national transportation company with all fees prepaid and receipt of delivery, or
 - 2) registered or certified mail with return receipt requested and postage prepaid.

Section 21.04 Designated Subrecipient Contacts for Notice.

- (a) If a Designated Subrecipient contact who is listed in schedule A is unable to receive notices under this Agreement on behalf of the Designated Subrecipient, then the Designated Subrecipient shall promptly identify one or more replacement contacts under section 15.02(a).

Section 21.05 Additional Mandatory Notices to the Federal Agency and the Recipient.

- (a) The Designated Subrecipient shall notify the Federal Agency and the Recipient if any one of the following conditions is satisfied, not later than 5 business days after that condition is satisfied:
 - 1) the Designated Subrecipient receives a communication related to this award or this Agreement from the United States Comptroller General, a Federal Inspector General, or any other oversight entity; or
 - 2) the Designated Subrecipient becomes aware of waste, fraud, abuse, or potentially criminal activity related to this Agreement.

Section 21.06 Scope of Notice Requirements.

- (a) The form and method requirements of this article 23, including sections 21.01, 21.02, and 21.03, apply only to communications for which this Agreement expressly uses one or more of the following words: “notice”; “notification”; “notify”; or “notifying.” This article 21 does not control or limit other communication between the parties about the Project or this Agreement.

ARTICLE 22. FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

Section 22.01 Uniform Administrative Requirements for Federal Awards.

- (a) The Designated Subrecipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

Section 22.02 Federal Law and Public Policy Requirements.

- (a) The Designated Subrecipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public

policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

- (b) The failure of this Agreement or the Recipient Agreement to expressly identify Federal law applicable to the Designated Subrecipient or activities under this Agreement does not make that law inapplicable.

Section 22.03 Federal Freedom of Information Act.

- (a) The Federal Agency is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Designated Subrecipient acknowledges that the Technical Application, and materials submitted to the Federal Agency or the Recipient by the Designated Subrecipient related to this Agreement may become Federal Agency and Recipient records subject to public release under 5 U.S.C. 552.

Section 22.04 History of Performance.

- (a) Under 2 C.F.R. 200.206, any Federal Agency may consider the Designated Subrecipient's performance under this Agreement, the Recipient Agreement, or both, when evaluating the risks of making a future Federal financial assistance award to the Designated Subrecipient.

Section 22.05 Whistleblower Protection.

- (a) The Designated Subrecipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Designated Subrecipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related to this award.
- (b) The Designated Subrecipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

Section 22.06 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 21, this Agreement includes the following additional terms as integral parts:
 - 1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - 2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
 - 3) 2 C.F.R. 175: Award Term for Trafficking in Persons; and
 - 4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Designated Subrecipient shall comply with:
 - 1) 49 C.F.R. part 20: New Restrictions on Lobbying;
 - 2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
 - 3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
 - 4) 23 C.F.R. Chapter 1: Federal Highway Administration, Department of Transportation as, applicable to the Recipient.

- 5) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

Section 22.07 Incorporated Certifications.

- (a) The Designated Subrecipient makes the statements in the following certifications, which are incorporated by reference:
 - 1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 23. ASSIGNMENT

Section 23.01 Assignment Prohibited.

- (a) The Designated Subrecipient shall not transfer to any other entity any discretion granted under this Agreement, any right to satisfy a condition under this Agreement, any remedy under this Agreement, or any obligation imposed under this Agreement.

ARTICLE 24. Reserved.

ARTICLE 25. WAIVER

Section 25.01 Waivers.

- (a) A waiver of a term of this Agreement granted by the Federal Agency will not be effective unless it is in advance and in writing, and it is signed by an authorized representative of the Federal Agency.
- (b) A waiver of a term of this Agreement granted by the Federal Agency or Recipient on one occasion will not operate as a continuing waiver for other occasions unless the waiver expressly states this fact.
- (c) If the Federal Agency or Recipient fails to require strict performance of a term of this Agreement, fails to exercise a remedy for a breach of this Agreement, or fails to reject a payment during a breach of this Agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 26. ADDITIONAL TERMS AND CONDITIONS

Section 26.01 Effect of Urban or Rural Designation.

- (a) Based on information that the Designated Subrecipient provided to the Federal Agency, including the Technical Application, section 1 of Schedule F designates this award as an urban award or a rural award, as defined in the NOFO.
- (b) The Designated Subrecipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

Section 26.02 Effect of Historically Disadvantaged Community or Area of Persistent Poverty Designation.

- (a) If section 3 of Schedule F lists "Yes" for the "HDC or APP Designation," then based on information that the Designated Subrecipient provided to the Federal Agency, including the Technical Application, the Federal Agency determined that the Project will be carried out in a historically disadvantaged community or an area of persistent poverty, as defined in the NOFO.
- (b) The Designated Subrecipient shall incur a majority of the costs under this award in historically disadvantaged communities or areas of persistent poverty.

Section 26.03 Disclaimer of Liability.

- (a) The Federal Agency and the Recipient shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

Section 26.04 Relocation and Real Property Acquisition.

- (a) To the greatest extent practicable under State law, the Designated Subrecipient shall comply with the land acquisition policies in 49 C.F.R. 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Designated Subrecipient shall provide a relocation assistance program offering the services described in 49 C.F.R. 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. 24 subparts D–E.
- (c) The Designated Recipient shall make available to displaced persons comparable replacement dwellings in accordance with 49 C.F.R.

Section 26.05 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Designated Subrecipient, or a subrecipient to the Designated Subrecipient, acquires equipment under the Grant Program award, then when that equipment is no longer needed for the Project:
 - 1) if the entity that acquired the equipment is a State, the State shall dispose of that equipment in accordance with State laws and procedures; and
 - 2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 C.F.R. 200.313; and
 - 3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity shall request disposition instructions from the Administering Operating Administration.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.310–200.316 and 2 C.F.R. 1201.313.
- (c) The Designated Subrecipient shall ensure compliance with this section 25.05 for all tiers of subawards under this award.

Section 26.06 Environmental Review.

- (a) In this section, “Environmental Review Entity” means:
 - 1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and
 - 2) for all other cases, Federal Agency.
- (b) Except as authorized under section 26.06(c), the Designated Subrecipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
 - 1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

- 2) if the Environmental Review Entity is not the Designated Subrecipient, the Environmental Review Entity provides the Designated Subrecipient with written notice that the environmental review process is complete.
- (c) If the Designated Subrecipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Designated Subrecipient shall comply with 23 C.F.R. 771.113(d)(1).
- (d) The Designated Subrecipient acknowledges and agrees that:
 - 1) the Environmental Review Entity's actions under section 25.06(a) depend on the Designated Subrecipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
 - 2) applicable environmental statutes and regulation may require the Designated Subrecipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) In compliance with 23 C.F.R. 771.105(a) and other Federal law, the Designated Subrecipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in schedule B and other information described in the Recipient Agreement may inform environmental decision-making processes, but the parties do not intend the Recipient Agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in this Agreement, then:
 - 1) the Designated Subrecipient may request in writing and the Federal Agency and Recipient may amend the Recipient Agreement for consistency with the selected build alternative; or
 - 2) if the Federal Agency or Recipient determine that the condition for termination is satisfied, the Federal Agency or the Administering Operating Agency or the Recipient may terminate the Recipient Agreement under the terms of this Agreement.
- (g) The Designated Subrecipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

Section 26.07 Railroad Coordination.

- (a) If section 3 of schedule C includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Designated Subrecipient shall enter a standard written railroad coordination agreement, in compliance with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

ARTICLE 27. MANDATORY AWARD INFORMATION

Section 27.01 Information Contained in a Federal Award.

- (a) For 2 C.F.R. 200.211:
 - 1) the "Federal Award Date" is the date of the Recipient Agreement per its terms;
 - 2) the "Assistance Listings Number" is 20.933 and the "Assistance Listings Title" is "National Infrastructure Investments"; and

- 3) this award is not for research and development.

Section 27.02 Federal Award Identification Number.

- (a) The Payment System identified in Schedule A is "FMIS" or "FMIS Current Bill," thus the Federal Award Identification Number ("FAIN") will be generated when the Administering Authorizing Administration Division authorizes the project in FMIS.
- (b) The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS for the Designated Subrecipient, once generated.

Section 27.03 Recipient's Unique Entity Identifier.

- (a) If the Federal Agency Payment System identified in schedule A is "FMIS" or "FMIS Current Bill," then the Recipient's Unique Entity Identifier, as defined at 2 C.F.R. 25.400, is available in FMIS.
- (b) Reserved.

ARTICLE 28. CONSTRUCTION AND DEFINITIONS

Section 28.01 Schedules.

- (a) This Agreement includes the following schedules as integral parts
- Schedule A Administrative Information
 - Schedule B Project Activities
 - Schedule C Award Dates and Project Schedule
 - Schedule D Award and Project Financial Information
 - Schedule E Changes from Application
 - Schedule F RAISE Program Designations
 - Schedule G RAISE Performance Measurement Information

Schedule J Labor and Work

Section 28.02 Exhibits.

- (a) The following exhibits, which are located in the document titled Exhibits to FHWA Grant Agreements Under the Fiscal Year [2024] RAISE Program," dated November 4, 2025, and available at <https://www.transportation.gov/policy-initiatives/raise/raise-grant-agreements>, are part of this Agreement:

- Exhibit A Applicable Federal Laws and Regulations
- Exhibit B Additional Standard Terms
- Exhibit C Quarterly Project Progress Reports and Recertifications: Format and Content
- Exhibit D Form for Subsequent Obligation of Funds

Section 28.03 Construction.

- (a) In this Agreement:
- 1) unless expressly specified, a reference to a section or article refers to that section or article in this Agreement;
 - 2) a reference to a section or other subdivision of a schedule listed in section 28.01 will expressly identify the relevant schedule; and

- (b) If a provision in this Agreement, the Terms and Conditions, the Exhibits conflicts with a provision in the Project Specific portion of the Recipient Agreement, then the project-specific portion of the Recipient Agreement prevails.
- (c) If a provision in the Exhibits and Agreements conflicts with a provision in this Agreement or the Terms and Conditions, then the provision in this Agreement prevails.

Section 28.04 Integration.

- (a) This Agreement constitutes the entire agreement of the parties relating to the Grant and awards under that Grant program for the Project and supersedes any previous agreements, oral or written, relating to the Grant and awards under that Grant program for the Project.

Section 28.05 Definitions.

- (a) In this Agreement, the following definitions apply:
“Administering Operating Administration” means the Federal Highway Administration (FHWA).

“Environmental Review Entity” is defined in Section 26.06.

“Federal Share” means the sum of the total “RAISE Funds” and “Other Federal Funds” amounts that are listed in Schedule D.

“Grant” means an award of funds that were made available through the NOFO.

“Grant Program” means the RAISE 2023 grant program.

“NOFO” means the Grant Notice of Funding Opportunity number DTOS59-24-RA-RAISE posted online at Grants.gov, on November 30, 2024.

“OFCCP” means the Department of Labor’s Office of Federal Contract Compliance Programs

“OMB” is the Office of Management and Budget.

“Program Statute” means the collective statutory text:

- 1) at 49 U.S.C. 6702;
- 2) under the heading “Department of Transportation—Office of the Secretary—National Infrastructure Investments” in title VIII of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading; and
- 3) under the heading “Department of Transportation—Office of the Secretary—National Infrastructure Investments” in title I of division L of the Consolidated Appropriations Act, 2022 Pub. L. No. 117-103 (Mar. 15, 2022), and all other provisions of that act that apply to amounts appropriated under that heading.

“Project” means the project proposed in the Technical Application, as modified by the negotiated provisions of the Recipient Agreement.

“Project Closeout” means the date that the Federal Agency informs the Recipient that the award is closed out.

“Project Cost Savings” is defined in section 5.04(d).

“Recipient Agreement” means U.S. Department of Transportation Grant Agreement Under the Fiscal Year [2024] RAISE Program for the [Grant Line Road Safety Improvements Project] between the Federal Agency and the Recipient, which may be a grant agreement or project agreement in FMIS. All references to Schedules refer to the schedules of this Recipient Agreement.

“Technical Application” means the application identified in section 1 of schedule A of the Recipient Agreement, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

“Title VI” means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

Section 28.06 References to Times of Day.

- (a) All references to times of day in this Agreement are deemed references to that time at the prevailing local time in Washington, DC.

ARTICLE 29. CIVIL RIGHTS AND TITLE VI

Section 29.01 CIVIL RIGHTS AND TITLE VI.

- (a) Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Jan. 20, 2021), Executive Order 14091, “Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Feb. 16, 2023), and DOT Order 1000.12C, “The U.S. Department of Transportation Title VI Program” (June 11, 2021), the purpose of sections 29.01(b)–29.01(c) is to ensure that the Designated Subrecipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 C.F.R. part 21.
- (b) If the Designated Subrecipient Type Designation in schedule K is “Existing,” then the Designated Subrecipient shall submit to the Federal Agency and the Recipient either:
 - 1) not later than one month after the date of this Agreement, documentation showing that the Designated Subrecipient has complied with all reporting requirements under the Administering Operating Administration’s implementation of Title VI; or
 - 2) not later than six months after the date of this Agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.
- (c) If the Designated Subrecipient Type Designation in schedule K is “New,” then the Administering Operating Administration completed a Title VI Assessment of the Designated Subrecipient, as described in chapter II, section 2 of DOT Order 1000.12C, before entering this Agreement, as documented in section 2 of schedule K.
- (d) In this section 29.01, “Title VI” means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

Section 29.02 Legacy Infrastructure and Facilities.

- (a) In furtherance of the Americans with Disabilities Act of 1990 (ADA), Pub. L. No. 101-336 (codified at 42 U.S.C. 12101–12213), and Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified at 29 U.S.C. 794), not later than one year after the date of this Agreement, the Designated Subrecipient shall develop a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards and are involved

in, or closely associated with, the Project. Consistent with 49 C.F.R. part 27, even in the absence of prior discriminatory practice or usage, a Designated Subrecipient administering a program or activity receiving Federal financial assistance is expected to take action to ensure that no person is excluded from participation in or denied the benefits of the program or activity on the basis of disability.

ARTICLE 30. INFORMATION REQUESTS

Section 30.01 Information Requests.

- (a) By notice, the Federal Agency and the Recipient may request from the Designated Subrecipient any information that the Federal Agency and the Recipient determines is necessary to fulfill its oversight responsibilities under the Program Statute or other Federal law.
- (b) If the Federal Agency and the Recipient requests information from the Designated Subrecipient under section 30.01(a), the Designated Subrecipient shall respond in the form and at the time detailed in the notice requesting information.
- (c) This section 30.01 does not limit the Designated Subrecipient's obligations under section 11.04 or 2 C.F.R. 200.337 to provide access to Designated Subrecipient records.

ARTICLE 30. AGREEMENT EXECUTION AND EFFECTIVE DATE

Section 30.01 Counterparts.

- (a) This Agreement may be executed in counterparts, which constitute one document.
- (b) The parties intend each countersigned original to have identical legal effect.

Section 30.02 Effective Date.

- (a) This Agreement will become effective when all parties have signed it and the Recipient Agreement is executed (the "Effective Date").
- (b) This instrument constitutes a Grant when the Agreement becomes effective.

ARTICLE 31. Reserved.

ARTICLE 32. Reserved.

ARTICLE 33. Reserved.

DESIGNATED SUBRECIPIENT SIGNATURE PAGE

The Designated Subrecipient, intending to be legally bound, is signing this Agreement on the date stated opposite that party's signature.

ELK GROVE-RANCO CORDOVA-EL DORADO CONNECTOR AUTHORITY
"DESIGNATED SUBRECIPIENT"

By: _____
Derek Minnema Date _____
Executive Director

CITY OF RANCHO CORDOVA
"DESIGNATED SUBRECIPIENT"

By: _____
Micah Runner Date _____
City Manager

APPROVED AS TO FORM:

Sloan Sakai Yeung & Wong, LLP

General Counsel to Elk Grove-Rancho Cordova-El Dorado Connector Authority

By: _____
Osman I. Mufti Date _____
General Counsel

COUNTERSIGNED:

By: _____
[Name] Date _____
[Title]

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this Agreement on the date stated opposite that party's signature.

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____ Date _____
DEE LAM
Chief, Division of Local Assistance

AND

[NAME]
District Director

Date

ITEM 15

MEETING DATE: August 28, 2026

TITLE: Authorize the Executive Director to Submit an SB 1 Local Partnership Program Project Nomination Form to the Sacramento Transportation Authority and a Grant Funding Application to the California Transportation Commission for the Grant Line Road Safety Improvements Project

PREPARED BY: Matt Lampa

RECOMMENDATION

Approve Resolution 2026-20 authorizing the Executive Director submit the Grant Line Road Safety Improvements Project to the Sacramento Transportation Authority (STA) for prioritization for the 2026 SB 1 Local Partnership Program (LPP) Competitive Program and submit, in coordination with STA, a grant funding request of \$25,000,000 to the California Transportation Commission (CTC).

BACKGROUND

On May 29, 2026, the Board adopted Resolution 2026-10 authorizing three SB 1 applications for Grant Line Road, including a \$25,000,000 LPP construction funding request for the Grant Line Road Safety Improvements Project (Segment D2a). Since then, staff has coordinated with the City of Rancho Cordova, the County of Sacramento, and STA on project scope, implementing responsibilities, funding, and prioritization. This item confirms Board support for the newly issued STA prioritization process.

The Project covers approximately 3.6 miles of Grant Line Road from Chrysanthy Boulevard to White Rock Road. It would reconstruct the two-lane roadway, improve shoulders and roadside safety, correct a substandard curve, improve intersections, construct a separated Class I path, and improve drainage and wildlife crossings.

2026 LPP COMPETITIVE PROGRAM

The 2026 LPP Competitive Program is expected to provide \$144,000,000 for fiscal years 2027-28 and 2028-29, with a \$25,000,000 maximum award per project. The program generally requires a one-to-one match and prioritizes committed discretionary federal funds. The JPA's \$25,000,000 RAISE award provides a committed match and substantial leverage. Staff is also pursuing TCEP and other funds to complete the construction funding plan.



STA PRIORITIZATION AND PROGRAM SCHEDULE

STA administers Sacramento County's voter-approved Measure A sales tax and is the eligible LPP nominating agency. CTC guidelines require applicants with multiple nominations to prioritize them and allow the CTC to evaluate only the highest-priority nomination or nominations. The Grant Line Road Safety Improvements Project therefore must be submitted to STA for ranking before the CTC application is filed.

In 2018 the JPA worked with the STA and its member agencies on prioritizing the Connector project and was ranked no. 1 for LPP Cycle 1. The Connector JPA was ultimately awarded \$20,000,000 to construct various segments of the Connector.

Staff has been working with our partner agencies and recommends submitting a prioritization request to STA to rank the Project number one.

The current prioritization program schedule is as follows:

- August 18, 2026 - STA issued its call for project nominations.
- September 2, 2026 - Nominations due
- September 10, 2026 - Project presentations to STA Board
- October 8, 2026 - STA Board prioritizes projects
- November 18, 2026 - STA submits applications and priorities to CTC.

REQUESTED ACTION AND NEXT STEPS

Approval of Resolution 2026-20 will allow staff to meet STA's September 2 deadline for prioritization applications, present the project on to the STA Board September 10, and submit the CTC application package by November 18, 2026.

ATTACHMENTS

- a. Resolution 2026-20



ITEM 15 a

RESOLUTION 2026-20

**A RESOLUTION OF THE CAPITAL SOUTHEAST CONNECTOR JOINT POWERS
AUTHORITY BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE
DIRECTOR TO SUBMIT AN SB 1 LOCAL PARTNERSHIP PROGRAM PROJECT
NOMINATION TO THE SACRAMENTO TRANSPORTATION AUTHORITY AND A
GRANT FUNDING APPLICATION TO THE CALIFORNIA TRANSPORTATION
COMMISSION FOR THE GRANT LINE ROAD SAFETY IMPROVEMENTS
PROJECT**

NOW, THEREFORE, BE IT RESOLVED by Capital SouthEast Connector Board of Directors authorizes the Executive Director to submit an SB 1 Local Partnership Program Project Nomination to the Sacramento Transportation Authority and a grant funding application to the California Transportation Commission for the Grant Line Road Safety Improvements Project.

* * * * *

PASSED AND ADOPTED this 28th day of August 2026, on a motion by

Director _____, seconded by Director _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

ATTEST:

Secretary



ITEM 16

MEETING DATE: August 28, 2026

THIS ITEM IS RESERVED

The staff report and supporting materials for this agenda item are being finalized and will be distributed at the Board meeting.

Pursuant to Government Code Section 54957.5, any writings related to this item that are distributed to all or a majority of the Board less than 72 hours before the meeting will be made available for public inspection at the same time at the Authority's office, [address], during normal business hours. Writings distributed at the meeting will be made available to the public at the meeting.