

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY**

AGENDA

BOARD MEETING

**9:30 A.M., MONDAY, FEBRUARY 3, 2025
FOLSOM CITY HALL, COUNCIL CHAMBERS
50 NATOMA STREET, FOLSOM, CALIFORNIA**

1. CALL TO ORDER

- 2. ROLL CALL** Directors Sarah Aquino (Alternate: Anna Rohrbough), George Turnboo (Alternate: Lori Parlin), Rosario Rodriguez (Alternate: Pat Hume), Linda Budge (Alternate: Pat Hume), and David Sander (Alternate: Linda Budge)

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT*

5. CONSENT

- a. Approve Minutes for Regular Meeting of November 4, 2024
- b. Approve CEO Contract term
- c. Quarterly Financial Report
- d. Information item on proposed budget for Fiscal Year 2025/2026
- e. Action to move the next meeting date from May 5, 2025 to May 19, 2025.

6. NEW BUSINESS

- a. Approve updated Joint Powers Agreement
- b. Approve updated Continuing Agreement to Advance Funds
- c. Natural Trail update and direction
- d. CEO/Counsel Reports
- e. Information: Member Agency Staff Reports
 - i. City of Folsom
 - ii. El Dorado County
 - iii. Sacramento County

iv. Sacramento Regional Transit

7. DIRECTORS' COMMENTS

6. NEXT MEETING: May 2025

7. ADJOURNMENT

***NOTE TO CITIZEN PARTICIPANTS**

It is the policy of the Board of Directors of the Sacramento-Placerville Transportation Corridor Joint Powers Authority to encourage citizen participation in the meetings of the Board of Directors. At each open meeting members of the public shall be provided with an opportunity to directly address the Board on items of interest to the public that are within the subject matter jurisdiction of the Board of Directors. However, in order that the business scheduled for consideration at such meetings may be disposed of in an orderly manner, citizens wishing to address the Board on matters, not on the agenda, whose presentations may be lengthy or in the nature of request for action of some kind on the part of the Board, are requested to first discuss matters with the Chair or his/her designee. If an appearance before the Board is desired after such consultation, the subject matter may be calendared as an agenda item for a date and time convenient to the parties concerned.

The meeting is accessible to the disabled. In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the SPT-JPA's Secretary, Jen Thiot, by telephone at (916) 461-6712 or email at jthiot@folsom.ca.us. Requests must be made as early as possible and at least two full business days before the start of the meeting.

SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY

Minutes of the Regular Meeting of the Board of Directors on
November 4, 2024

Call to Order: The meeting was called to order at 9:32 a.m.

Roll Call: Present: Directors Aquino, Hume, Budge (arrived at 9:34), and Sander
Absent: Director Hidahl passed away before this meeting and his alternate,
George Turnboo, was not able to attend.

Public Comment: The Board commented on the death of Director Hidahl and public comments were made regarding him from Jim Harville and Kris Payne.

Consent

Items 5a, 5b, 5c & 5d: Approval of Minutes, Audit for 2022/2023, Quarterly Financial Report, and Resolution for Destruction of Files.

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

THE BOARD OF DIRECTORS OF THE SACRAMENTO PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY APPROVES THE FOLLOWING ITEMS:

- a. Approve Minutes for Regular Meeting of August 5, 2024.
- b. Audit for 2022/2023
- c. Quarterly Financial Report
- d. Resolution: Destruction of Files

New Business

Items 6a: Approval of Excursion License Agreement for Placerville Sacramento Valley Railroad.

Staff report presented by CEO Vickie Sanders. Public comment was made by Jim Harville, Don Rose, Ginny McCormick, and Kris Payne.

A motion was made by Director Hume, seconded by Director Budge to approve the Excursion License Agreement as presented by staff with the amendment to section 7.1 changing the term of the Agreement to extend through December 31, 2031, and passed by unanimous vote that:

THE BOARD OF DIRECTORS OF THE SACRAMENTO PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY APPROVES THE FOLLOWING ITEM:

- Resolution No. 2024-11-07: Approval of license agreement for excursion rail operations.

Item 6b: Information: Rancho Cordova Joining the SPTC-JPA.

Vickie Sanders presented the staff report. Public comment was made by Jim Harville and Kris Payne. The Board gave staff direction to proceed with adding the City of Rancho Cordova as a member agency and eliminating the member at large board member position.

Item 6c: Information and Direction: Master Plan.

Staff report presented by Vickie Sanders. Public comment was made by Don Rose, Jim Harville, and Kris Payne.

A motion was made by Director Budge, seconded by Director Sander, and passed by unanimous vote that:

THE BOARD OF DIRECTORS OF THE SACRAMENTO PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY APPROVES OPTION TWO, FACILITATE “UPDATE THE RECIPROCAL USE AND FUNDING AGREEMENT AND CONTINUE TO FACILITATE INTER-AGENCY USES”.

Item 6d: Information: Member Agency Staff Reports. The following staff members reported on activity along their respective sections of the corridor.

- i. Ryan Neves, City of Folsom: The Mangini Ranch trails final plans are being reviewed by the City. The trail will include the construction of a class one trail along Savannah Parkway to White Rock Road. The City of Folsom recently awarded the Phase II Waterline project that includes the construction of a water main within the corridor from Oak Avenue to Iron Point.
- ii. Mary Cory, El Dorado County: El Dorado Western Railroad Excursion Program will begin weed abatement in December, and then they’ll break for training and track maintenance for a couple of months.
- iii. Sacramento County: Mathew Darrow said he did not have any updates.

- iv. Sacramento Regional Transit: Michael Cormia was absent. Director Budge commented that the track construction along Folsom Boulevard was almost complete.

Item 7: CEO/Counsel Comments

DeeAnne Gillick, said that staff would be bringing back updated rules, policies, and the JPA Agreement to the meeting in February.

Directors' Comments

The next meeting will be the Regular Board Meeting on February 3, 2025.

The meeting was adjourned at 10:19 a.m.

I hereby certify that the Board of Directors approved the foregoing minutes at its Board Meeting on November 4, 2024.

_____

Jennifer Thiot, Board Secretary

STAFF REPORT

Board Meeting Date: February 3, 2025

Page 1 of 1

RESOLUTION: Approve SPTC Contract Amendment for CEO Services

AGENDA ITEM NO. 5b

DISCUSSION:

On May 13, 2024, the SPTC-JPA Board appointed Vickie Sanders CEO effective July 1, 2024, and approved a Contract for CEO Services. The initial Contract for Services was for a one-year period through June 30, 2025. It is recommended that Vickie Sanders continue to serve as CEO of the JPA and that her agreement with the JPA be extended for an additional three year period.

The CEO contract amendment continues the flat monthly fee of \$3,000 for performing the monthly CEO duties. These duties include responding to communications, reviewing and approving expenses, managing routine consultants and contracts, preparing the Board meetings, and preparing and administering the Board approved budget and related activities. In the event there are special projects in addition to the day-to-day JPA general services, Ms. Sanders will be paid at the rate of \$150 an hour for Special Projects. Special Projects would include such matters as negotiating licenses such as the PS&VRR License Agreement, or similar agreements and implementing a Strategic Plan or similar study.

The proposed CEO contract amendment is for a three-year term through June 30, 2028. If the agreement is not extended with Ms. Sanders, it is requested that the Board provide direction to staff for identifying continued staffing JPA staffing services upon the expiration of the current agreement with Vickie Sanders on June 30, 2025.

BOARD ACTION:

Approve the resolution approving the Amendment to the Contract for CEO Services with Vickie Sanders for an additional three-year period through June 30, 2028.

AMENDMENT TO CONTRACT FOR CEO SERVICES

This Amendment (“Amendment”) to the Contract for CEO Services effective July 1, 2024 ("Contract") is made and entered into by and between the SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a joint powers authority (the "Authority"), and Vickie Sanders, doing business as Sanders Consulting, ("Consultant") on February 3, 2025. Authority and Consultant are collectively referred to herein as “Parties.”

WHEREAS, Authority and Consultant entered into the Contract for CEO Services for Vickie Sanders to serve as the CEO of Authority for a one-year period through June 30, 2025;

WHEREAS, Authority and Consultant desire to extend the term of the Contract for an additional three-year period through June 30, 2028.

NOW THEREFORE, the Parties agree to amend the Contract as follows:

1. Section 2, **TERM**, of the Contract is hereby amended to read in full as follows:

 “The term for this Contract shall commence on July 1, 2025 and extend for a three-year period through June 30, 2028, and may be extended thereafter until terminated in writing by either Party consistent with the Termination provisions of the Contract as set forth in Exhibit A.”
2. Except as hereby expressly amended herein, all provisions, terms and conditions of the Contract shall remain in full force and effect.

Executed as of the day first above stated.

Sanders Consulting

**SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY**

By: _____
Name: Vickie Sanders

By: _____
Sarah Aquino , Chair

Approved as to Form:

By: _____
DeeAnne M. Gillick Legal Counsel
Sloan Sakai Yeung & Wong, LLP

CONTRACT FOR CEO SERVICES

This contract (the "Contract") is made at Sacramento, California, effective as of July 1, 2024 by and between the SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a joint powers authority (the "Authority"), and Sanders Consulting ("Consultant"), who agree as follows:

1. SERVICES

Subject to the terms and conditions set forth herein, Vickie Sanders shall act as the Authority's Chief Executive Officer and perform all duties associated with that office as needed, or as directed by the Authority's Board of Directors.

2. TERM

The term for this Contract shall commence on July 1, 2024 and extend for an initial one-year period through June 30, 2025, and may be extended thereafter until terminated in writing by either Party consistent with the Termination provisions of the Contract as set forth in Exhibit A.

3. METHOD OF PAYMENT

- A. Authority shall pay Consultant the following for CEO services performed pursuant to this Agreement:
- a. A monthly payment of three thousand dollars (\$3000.00) for providing monthly CEO duties for the normal and typical day to day administration and operation of the Authority ("General Services"). General Services will include such duties as responding to Authority correspondence, supervising and approving routine Authority business, administering the Reciprocal Use and Funding Agreement on behalf of the Authority, administering contracts with the Authority including the Excursion Rail License Agreement and consultant services agreements, acting as the Authority liaison to member agencies and their staffs, coordinating with Authority Secretary the approval and payment of Authority invoices, preparing all Authority meetings, preparing and administering the Authority approved yearly budget.
 - b. In addition to the General Services monthly payment, Authority shall pay Consultant for for actual hours worked at the rate of one hundred fifty dollars (\$150) per hour for services rendered on special projects ("Special Projects"). Special Projects include working on matters on behalf of the Authority which are in addition to the General Services and include but are not limited to negotiating new license agreements, such as with PS&VRR, and implementing special studies or proposals such as a Master Plan or similar study. Such hourly rate shall include all normal incidental costs, and shall not exceed the total consideration set forth in Article 2.

- B. Each month, Consultant shall remit an invoice for services rendered for the monthly General Services and any additional Special Services based on time and materials expended in accordance with the rates set forth above. Such invoices must include descriptions of the work performed in the period covered by the invoice. Consultant shall certify that it has actually incurred the costs set forth in its invoice.
- C. Payment of each invoice shall be made by Authority within thirty (30) days after receipt. All payments shall be made in arrears. If the Authority disputes any items on an invoice for a reasonable cause, Authority may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deductions shall be documented to Consultant within thirty (30) days after receipt of invoice by Authority.
- D. Unless otherwise agreed, payment against invoice shall be delivered by first class mail through the facilities of the US Post Office, postage prepaid, addressed to the applicable party in the manner set forth in Article 7. Payment against invoice shall be deemed to be made in Sacramento, California, whether or not payment is addressed to a different location or delivered in another manner.

4. AUTHORITY REQUESTED CHANGES

Authority may, by written order, authorize changes to the Scope of Services described in this Contract. Changes and additions which cause an increase in the cost or time required for performance of the agreed-upon services shall be made only pursuant to an amendment to this Contract signed by Authority and Consultant. Deletions from the Scope of Services may be made at any time at the sole discretion of Authority. Payment for any partially completed work element will be made in proportion to the percentage of completion of the work element deleted in accordance with the cost schedule or rates set forth in the Contract, unless Consultant demonstrates that this method of compensation materially underestimates Consultant's actual costs. In that event, the parties shall negotiate an equitable adjustment and payment shall be made pursuant to the terms of an amendment to this Contract signed by Authority and Consultant.

5. CONSULTANT REQUESTED CHANGES

Consultant shall not be compensated for work outside the Scope of Services described in this Contract, unless, prior to the commencement of such services:

- A. Consultant notifies Authority in writing that it believes a change to the Scope of Services is necessary. Such notice shall explain the circumstances giving rise to such belief and shall set forth a proposed course of action, including a breakdown of any proposed adjustment in compensation resulting therefrom; and

- B. Authority approves the additional services as being outside the Scope of Services and the amount of compensation; and
- C. The parties execute an amendment describing the additional service and compensation therefore.

6. EFFECTIVE DATE

This Contract shall be effective as of the day and year first hereinabove appearing.

7. NON-APPROPRIATION OF FUNDS

This Contract is subject to appropriation of funds by the Authority's Board of Directors for each fiscal year for services listed herein .

8. COMMUNICATIONS

Any communication required during the administration of this Contract, including notice of termination or cancellation, shall be in writing and either personally delivered or sent via U.S. Mail first class or certified, postage prepaid, to the respective party as follows:

Authority: Jennifer Thiot, SPTA-JPA Board Secretary
50 Natoma Street
Folsom, Ca 95630
(916) 461-6712

Consultant: Sanders Consulting
5940 Dolomite Drive
El Dorado, CA 95623
530-306-7649

Unless otherwise provided in the communication, the effective date of the written communication shall be the date of such writing. Any party who desires to change its address for notice may do so by giving written notice as set forth herein.

9. CONTRACT DOCUMENTS

Each and every term, condition, and provision of the Contract Documents is incorporated herein by reference as though set forth in full. The Contract Documents shall consist of each and every one of the documents hereinafter enumerated, and any conflict or discrepancy between any of the documents shall be resolved in accordance with the order of precedence hereinafter enumerated:

- FIRST: This Writing
- SECOND: General Contract Provisions (Exhibit A)

10. FACILITIES AND EQUIPMENT

Except as set forth in the Contract Documents, Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Contract.

11. AMBIGUITIES

The parties have each carefully reviewed this Contract and have agreed to each term of this Contract. No ambiguity shall be presumed to be construed against either party.

12. INTEGRATION

This Contract embodies the entire agreement of the parties in relation to the scope of services herein described, and no other understanding, whether verbal, written or otherwise, exists between the parties.

Executed as of the day first above stated.

Sanders Consulting

**SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY**

By: *Vickie Sanders*
Name: *Vickie Sanders*
Title: *owner*

By: *Sarah Aquino*
Sarah Aquino, Chair



Approved as to Form:

By: *DeeAnne Gillick*
DeeAnne M. Gillick Legal Counsel

EXHIBIT A

GENERAL CONTRACT PROVISIONS

GC-1. TIME FOR PERFORMANCE

Consultant shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for satisfactory accomplishment of the Consultant's obligations under this Contract. Performance of services shall comply with the project schedule indicated in the Contract Documents. A time extension may be granted by the Authority in writing in the event that acts or omissions by the Authority cause a delay in the project schedule. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

GC-2. LICENSES, PERMITS, TAXES, ETC.

Consultant represents and warrants to the Authority that it has all licenses, permits, City/County Business Operations Tax Certificate(s), qualifications and approvals that are legally required for Consultant to provide the services required by this Contract. Consultant represents and warrants to the Authority that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Consultant to provide the services required by this Contract.

GC-3. PERSONNEL

Consultant shall provide all services personally.

GC-4. PROFESSIONAL STANDARDS

Consultant warrants and guarantees that the work provided under this Contract shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any subconsultant are engaged.

GC-5. CONFIDENTIALITY

Consultant, its officers and employees shall not either during or after the term of this Contract disclose to any third party, including subconsultants, any confidential information relating to the work of the Authority without the prior written consent of the Authority which shall not be unreasonably withheld. If the Authority gives Consultant written authorization to make any disclosures, Consultant shall do so only within the limits and to the extent of that authorization.

GC-6. COVENANT AGAINST CONTINGENT FEES

Consultant covenants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; excepting bona fide employees or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this covenant, the Authority shall have the right to cancel this Contract without liability for payment for any services provided or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

GC-7. COVENANT AGAINST GRATUITIES

A. Prohibited Conduct

1. During the term of this Contract, Consultant and Consultant's immediate family are prohibited from offering or giving a gratuity in any form including, without limitation, entertainment, favors, loans, gifts or anything of greater than nominal value for any reason including personal, non-business related reasons to any officer or employee of the Authority or their immediate families. For the purpose of this section, nominal value means anything: (1) having an aggregate value of \$35.00 (thirty-five dollars) or less per year; or (2) any perishable item (flowers or food) of any value except that prepared meals are subject to the \$35.00 limit. A campaign contribution is not a gratuity and is not prohibited by this section.
2. Violation of subparagraph A(1) of this provision is a material breach of this Contract, and the Authority shall have the right to debar Consultant from participating at any tier in any Authority contract for a period of up to five (5) years.

B. Covenant

Consultant covenants that prior to award of this Contract, Consultant has disclosed, (using the Interests and Gratuities Certification which is incorporated into this Contract by this reference) any gratuity, as described above, that Consultant or Consultant's immediate family have offered or given to any Authority officer, employee or their immediate families for any reason including personal non-business related reasons within the twelve (12) months prior to award of this Contract. Any gratuity offered or given after submission of the initial Certification shall be provided in an amended Certification with the executed Contract and shall be incorporated into this Contract by this reference. Violation of this covenant is a material breach of this Contract.

GC-8. CONFLICT OF INTEREST

A. Prohibited Interests

1. During the term of this Contract, Consultant and Consultant's immediate family shall not acquire any interest, direct or indirect, that would conflict with the performance of services required to be performed under this Contract.
2. Violation of subparagraph A(1) is a material breach of this Contract, and Authority shall have the right to debar Consultant from participating at any tier in any Authority contract for a period of up to five (5) years.

B. Covenant

1. Consultant covenants that prior to award of this Contract, Consultant has disclosed any present interest and any interest existing within twelve (12) months prior to award of this Contract including, without limitation, any business or personal relationship that creates an appearance of a conflict of interest. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest. Any disclosable interest acquired or occurring after submission of the initial Certification shall be provided in an amended Certification with the executed Contract and shall be incorporated into this Contract by this reference. Violation of this covenant is a material breach of this Contract.
2. In addition, Consultant shall immediately disclose in writing to the Authority Chief Legal Counsel any interest or relationship described in subparagraph B(1) acquired or occurring during the term of this Contract.
3. Violation of the above disclosure obligations is a material breach of this Contract.

GC-9. STATEMENT OF ECONOMIC INTEREST

Consultant shall file an Assuming Office Statement of economic interests within thirty (30) days of the effective date of this Contract. The Assuming Office Statement shall include disclosure of all investments, business positions and sources of income from business entities which have or foreseeably may contract with the Authority to sell goods or services; and all interests in real property located in part or in whole either within the boundaries of Authority's right of way or within two miles thereof. Consultant shall also file Annual Statements of economic interests with the Authority by no later than March 31st of each year, and a Leaving Office Statement within thirty (30) days after the end of the contract term. If Consultant's contract expires between January 1st and March 31st, then the Leaving Office Statement may also serve as the Annual Statement. These Statements shall be prepared in accordance with the Fair Political Practices Commission regulations and Authority's Conflict of Interest Code. Failure to file such statements will result in withholding payment for services rendered. (*Title 2 Cal Code of Regulations, Division 6, Section 18700*)

GC-10. TERMINATION FOR CONVENIENCE

- A. Authority or Contractor may terminate the Contract, in whole or in part, for its convenience at any time by providing fifteen (15) days' advance written notice to the other Party and specifying the effective date thereof.
- B. In the event of termination, all materials acquired and copies of all finished or unfinished writings or other materials pertaining to the work under the Contract shall become the property of Authority. Authority shall have free ownership and control of all such writings or materials delivered by Consultant pursuant to this Contract. The terms "writings" and "materials" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation including reports, studies, letters, works, maps, models, photographs, pictures, drawings or sounds, or symbols, or combinations thereof.
- C. Authority shall reimburse Consultant as provided in subparagraph D or E below for services performed which had not been paid prior to the date Consultant received the notice of termination, including Contract close-out costs and profit on services performed. Consultant's request for reimbursement shall be submitted no later than thirty (30) days from the effective date of termination. Consultant shall provide Authority with documentation to support its request for reimbursement. In the event of a dispute as to the reasonable value of services rendered by Consultant, Authority or its representative shall be permitted to review Consultant's cost records at a reasonable time in order to determine whether Consultant's request for reimbursement complies with the provisions of this Article. The decision of the Chair of Authority's Board of Directors shall be final. In no event shall Authority's liability for the value of services performed exceed the total compensation under the Contract.
- D. Expenditures made by Consultant shall be reimbursable as allowable costs to the extent that they meet all of the requirements set forth below. They must:
 - (i) Be made in conformance with the provisions of this Contract;
 - (ii) Be necessary in order to accomplish the scope of work;
 - (iii) Be reasonable in the amount for the goods or services purchased or provided;
 - (iv) Be actual net cost to the Consultant;
 - (v) Be incurred (and be for work performed) after the effective date of this Contract;
 - (vi) Be satisfactorily documented;

- (vii) Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by the State of California for Authority, and by Authority for its Consultants; and
- (ix) All costs charged to the Contract shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

GC-11. CANCELLATION FOR BREACH

- A. Should either party fail to substantially perform any obligation or fail to comply with any provision in this Contract, including specified work schedule deadlines, the other party shall thereupon have the right to cancel the Contract for breach by giving written notice specifying the effective date of such cancellation and the reason(s) therefor. Consultant shall be paid for work performed in accordance with the terms of the Contract.
- B. Authority in its sole discretion may allow the Consultant a period of time to cure the breach. If Consultant fails to cure the breach after Authority provides such opportunity, Authority shall have the right to cancel the Contract without any further obligation to the Consultant.
- C. If Authority cancels for breach and it is subsequently determined that Consultant was not in breach, then cancellation for breach by Authority shall be deemed and treated as termination for convenience.
- D. The Consultant shall be liable for any damages to Authority resulting from the Consultant's refusal or failure to complete the work within the specified time, whether or not the Consultant's right to proceed with the work is cancelled. This liability includes without limitation any increased costs incurred by Authority in completing the work under the Contract and any lost fare revenues.
- E. Authority reserves the right to offset its damages against any payments owed to Consultant. The foregoing remedies are cumulative and are in addition to any right or remedy which the Authority may have in law or equity.

GC-12. INDEMNIFICATION

To the extent permitted by law, Consultant does hereby assume liability for, and agrees to defend, with counsel acceptable to Authority, indemnify, protect, save and keep harmless Authority and its directors, officers, employees, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements including reasonable attorneys' fees and expenses (including allocated costs of Authority attorneys) of any kind and nature imposed in, asserted against, incurred or suffered by Authority or its directors, officers or employees or its successors and assigns by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property in any way

relating to or arising out of:

- (i) any negligent act or action, or any negligent omission or failure to act when under a duty to act on the part of Consultant in Consultant's performance hereunder whether or not caused in part by Authority's passive negligence, but not to the extent of Authority's active or sole negligence; and/or
- (ii) any claim of patent or copyright infringement in connection with the services performed and/or work products provided under this Contract by Consultant; and/or
- (iii) a release by Consultant in Consultant's performance hereunder of any substance or material defined or designated as a hazardous or toxic substance, material or waste by any federal, state or local law or environmental statute, regulation or ordinance presently in effect, or as amended or promulgated in the future, but only to the extent based upon principles of comparative fault that such release is not proximately contributed to or caused by Authority, or its directors, officers or employees; and or
- (iv) efforts to enforce this indemnity provision.

The parties shall establish procedures to notify the other party where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. Nothing set forth in this Contract shall establish a standard of care for, or create any legal rights in, any person not a party to this Contract.

In addition to any other remedy authorized by law, so much of the money due Consultant under this Contract as shall be considered necessary by Authority may be retained until disposition has been made of any claim for damages.

The foregoing requirements are not intended to and shall not in any manner (i) limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Contract, including, but not limited to, the provisions concerning insurance, or (ii) waive any immunities Consultant may have against liability to third parties for acts performed in the course of Consultant's duties as a public official.

GC-13. WORKERS' COMPENSATION

Responsibility for payment due by Authority shall be limited to the compensation set forth in the Contract Documents. Authority shall not be responsible for providing workers' compensation insurance or any other protective insurance coverage or employment benefit payable to employees of Consultant that is based upon the relationship of employer and employee.

GC-14. ASSIGNMENT OF WORK

The service provided pursuant to this Contract may not be assigned by Consultant unless approved in writing by Authority. If Consultant is not available to perform the terms of the Contract, Authority may at its election terminate the Contract for convenience or cancel the Contract for breach by giving notice as set forth herein.

GC-15. INDEPENDENT CONTRACTOR

In providing the services as set forth in the contract documents, Consultant shall act as an independent contractor and not as an employee of Authority. In accordance with that relationship, Consultant shall assume all responsibility for federal and state income tax withholding, FICA, SDI, and any other deductions from income that Consultant is properly required to make as an independent contractor. Consultant shall assume all responsibility for payment of wages to its employees and for federal and state income tax withholding. Consultant hereby agrees to indemnify and hold Authority, its officers and employees, harmless from any and all claims that may be made against Authority based upon any contention by any employee of Consultant or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance of any obligation under this Contract.

GC-16. MAINTENANCE OF RECORDS

Consultant shall maintain books, records, documents, and other evidence directly pertinent to work under the Contract in accordance with generally accepted accounting principles and practices. Consultant shall also maintain for a period of three years the financial information and data used by Consultant in the preparation or support of the proposed or actual costs submitted under the Contract. Records of all costs charged to this Contract, including Consultant's supervision and labor costs, direct and indirect expenses, and subconsultant costs shall be made available to Authority or its agents for audit purposes. If Authority receives only one proposal or if because of some disqualifying action only one responsive and responsible proposal remains to be considered, Authority shall determine whether such proposal is fair and reasonable. Authority may perform cost and price analysis to make such determination. Consultant shall permit Authority and/or its designee to review Consultant's cost records at reasonable times in order to determine whether Consultant's proposal is fair and reasonable when Consultant is the only responsive proposer.

GC-17. GOVERNING LAW

The interpretation and enforcement of the Contract shall be governed by the laws of the State of California, the state in which the Contract is signed. The parties agree to submit any disputes arising under the Contract to a court of competent jurisdiction located in Sacramento, California.

GC-18. NONWAIVER

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of the Contract.

GC-19. MODIFICATION

No waiver, alteration, modification, or termination of the Contract shall be valid unless made in writing and signed by the authorized parties hereof.

GC-20. COUNTERPARTS

The Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

GC-21. CAPTIONS

The headings or captions to the Articles of the Contract are not a part of the Contract and shall have no effect upon the construction or interpretation of any part thereof.

GC-22. SEVERABILITY

If any term, covenant, or condition of the Contract is held by a court of competent jurisdiction to be invalid, the remainder of the Contract shall remain in effect.

GC-23. SURVIVORSHIP

Any responsibility of Consultant for warranties, insurance or indemnity with respect to services and work products provided under the Contract shall not be invalidated due to the expiration, termination or cancellation of the Contract.

GC-24. SUCCESSORS AND ASSIGNS

The Contract shall be binding upon and the benefits of the Contract shall inure to the successors and assigns of the parties hereto.

GC-25. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of the Contract or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

GC-26. AUTHORITY

Each of the signatories to the Contract represent that he or she is authorized to sign the Contract on behalf of such party and that all approvals, resolutions and consents which must be obtained to bind such party have been obtained and that no further approvals, acts or consents are required to bind such party to the Contract.

GC-27 INSURANCE

Consultant, at its sole cost and expense and for the full term of this Contract and any renewal thereof, shall obtain and maintain at least all of the following minimum insurance:

- a. General Liability Insurance. Consultant shall maintain commercial general liability insurance in the minimum amounts listed below, and in a form at least as broad as the most current version of the Insurance Service Office Commercial General Liability occurrence policy form CG 0001, providing insurance for "bodily injury," "property damage," and "personal injury" and including coverage for: premises and operations (including the use of owned and non-owned equipment); products and completed operations; and contractual liability (including coverage for the indemnity obligations contained herein) (hereinafter "the liability policy").

General Liability - Minimum Amounts

- 1. \$1,000,000 combined single limit for bodily injury and property damage.
 - 2. \$1,000,000 for combined single limit for personal injury.
- b. **ENDORSEMENTS:** All of the following endorsements are required to be made a part of the liability policy:
 - 1. "Sacramento-Placerville Transportation Corridor Joint Powers Authority, its member agencies, and their respective employees, directors, officers, agents and contractors are hereby added as additional insureds."
 - 2. "This policy shall be considered primary insurance as respects any other valid and collectible insurance JPA or its member agencies may possess, including any self-insured retention JPA or its member agencies may have, and any other insurance JPA or its member agencies possess shall be considered excess insurance only."
 - 3. "This insurance shall act for each insured, and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

4. "Thirty (30) days prior written notice of cancellation shall be given to JPA in the event of cancellation." Such notice shall be sent to:

Mr. Fred Arnold, Deputy CEO
c/o Sacramento Regional Transit District
2811 "O" Street
Sacramento, CA 95816

- c. **PROOF OF COVERAGE:** All required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Consultant's insurance company as evidence of the stipulated coverages.

- d. **SPECIAL PROVISION**

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant and any approval of said insurance by the Authority are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant, pursuant to this Contract, including but not limited to the provisions concerning indemnification.

Resolution No. 2025-02-01

Adopted by the Board of Directors of the Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) on the date of:

February 3, 2025

APPROVING AMENDMENT TO CONTRACT FOR CEO SERVICES

WHEREAS, Vickie Sanders was appointed as the Chief Executive Officer of the SPTC-JPA effective July 1, 2024; and

WHEREAS, the SPTC-JPA approved a Contract for CEO Services for Ms. Sanders to assist the SPTC- JPA as its CEO which expires on June 30, 2025; and

WHEREAS, the SPTC-JPA Board and Ms. Sanders desire to extend the Contract for CEO Services for an additional three-year period.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY AS FOLLOWS:

1. The Amendment to Contract for CEO Services with Sanders Consulting, attached hereto as Exhibit A, is hereby approved.
2. Chair Aquino is authorized to execute on behalf of the SPTC-JPA the Amendment for Contract for CEO Services.

Passed and Adopted by the Board of the SPTC-JPA this 3rd day of February, 2025.

Sarah Aquino, Chair

ATTEST:

Jennifer Thiot, Secretary

STAFF REPORT

Board Meeting Date: February 3, 2025

Page 1 of 2

INFORMATION: Quarterly Budget Update for the Second Quarter of Fiscal Year 2024/25

**AGENDA ITEM
NO. 5c**

DISCUSSION:

It has been recommended that staff include a quarterly update of the JPA budget in each Board agenda. The Board Secretary has prepared the following summary covering the second quarter (October through December) of Fiscal Year 2024/25.

SPTC-JPA Budget Reconciliation Fiscal Year 2024/25

Starting JPA "Bank Account" for FY 24/25:	\$ 224,700.40
• Annual Contributions (through Q2):	\$ 110,000.00
• Interest Earned 24/25:	\$ 122.00
• Operating Budget Expenses (through Q2):	(\$ 49,468.23)
• Capital Program Budget Expenses (through Q2):	(\$ 0)
• "Bank Account" for 24/25 (as of 12/31/24):	\$ 285,354.17

OPERATING BUDGET:

OPERATING BUDGET/ LINE ITEM	ADOPTED FY 2024/25 BUDGET	EXPENDED 1st QUARTER FY 2024/25 (Jul-Sept)	EXPENDED 2 nd QUARTER FY 2024-25 (Oct-Dec)	REMAINING FY2024/25 BUDGET
1. Administrative	\$80,000.00	\$6,000.00	\$10,500.00	\$63,500.00
2. Legal	\$25,000.00	\$12,880.00	\$7,140.00	\$4,980.00
3. Audit Fees	\$11,000.00	\$10,900.00	\$0	\$100.00
4. Accounting	\$7,000.00	\$323.76	\$0	\$6,676.24
5. Maintenance	\$17,000.00	\$0	\$0	\$17,000.00
6. Insurance	\$2,000.00	\$0	\$1,724.47	\$275.53
7. Contingency	\$4,000.00	\$0	\$0	\$4,000.00
8. Natural Trail Supplies	\$10,000.00	\$0	\$0	\$10,000.00
9. Natural Trail Helix	\$45,063.95	\$0	\$0	\$45,063.95
TOTAL	\$201,063.95	\$30,103.76	\$19,364.47	\$151,595.72

The CEO will move \$10,000 from Line 1 Administrative to Line 2 Legal to cover anticipated overruns in that line item. This budget adjustment will be reflected in the Quarterly Budget Update for the third quarter of Fiscal Year 2024/25.

BOARD ACTION:

Information only; no Board action is required.

STAFF REPORT

Board Meeting Date: February 3, 2025

Page 1 of 2

Information: Proposed Operating Budget for Fiscal Year 2025/2026

**AGENDA ITEM
NO. 5d**

DISCUSSION:

Member agencies are in the process of preparing their annual budget for fiscal year 2025/2026. To assist I have prepared a proposed budget that will be before this board at your May meeting. This will provide the member agencies with the amount of this year's annual contribution following the Continued Agreement to Advance Funds.

JPA staff recommend the Operating Budget for Fiscal Year 2025/26 to remain at \$156,000. The Operating Budget will be funded by the Member Agency contributions, which will increase from **\$27,500** to **\$29,200** per Member Agency for a total of \$146,000 and balancing the budget with use from the reserve account of \$10,000 to cover the Natural Trail Project. As of 12/31/24, the bank account is \$285,354.17. The forecasted surplus would remain in the reserve account.

If for some reason the City of Rancho Cordova does not become a member agency the amount of \$29,200 will come from the reserve account.

OPERATING BUDGET / LINE ITEM	ADOPTED FY 2024/25 BUDGET	EXPENDED FY 2024/25 TO DATE	FORECASTED TO EXPEND (by end of FY 2024/25)	PROPOSED BUDGET FOR FY 2025/25
1. Administrative	\$ 80,000.00	\$ 12,000.00	\$ 40,000.00	\$ 70,000.00
2. Legal	\$ 25,000.00	\$ 18,256.00	\$35,000.00	\$ 35,000.00
3. Audit Fees	\$11,000.00	\$ 10,900.00	\$10,900.00	\$ 11,000.00
4. Accounting	\$ 7,000.00	\$ 323.76	\$1,000.00	\$ 7,000.00
5. Maintenance	\$ 17,000.00	\$ 0	\$ 17,000.00	\$ 17,000.00
6. Insurance	\$ 2,000.00	\$ 0	\$ 2,000.00	\$ 2,000.00
7. Contingency	\$ 4,000.00	\$ 0	\$ 4,000.00	\$ 4,000.00
8. Natural Trail Project				\$10,000.00
9. Helix Contract	\$45,063.95	\$0	\$0	\$45,063.95
Total	\$110,000.00	\$ 46,817.68	\$ 88,000.00	\$201,063.95

This budget combines the Operating Budget and Capital Improvement Budget (CIP).

BOARD ACTION:

Staff recommends that the Board receive and file the proposed budget which will be before the board at the May meeting for Fiscal Year 2025/26 Operating Budget and Capital Improvement Budget.

STAFF REPORT

Board Meeting Date: February 3, 2025

Page 1 of 1

Action Item: Move the next meeting date from May 5, 2025, to May 19, 2025.

**AGENDA ITEM
NO. 5e**

DISCUSSION:

The quarterly meeting has been set for May 5, 2025, which conflicts with the annual Cap to Cap event in Washington DC. The meeting needs to be moved to May 19, 2025, or another date identified by the board.

BOARD ACTION:

Staff recommends that the Board move the May meeting to May 19, 2025, or another date identified by the board.

STAFF REPORT

Board Meeting Date: February 3, 2025

Page 1 of 2

Action Item: Approve Updated Joint Powers Agreement

**AGENDA ITEM
NO. 6a**

DISCUSSION:

JPA Counsel has updated the Joint Powers Agreement to include the City of Rancho Cordova as a member agency of the JPA and to make other changes, as follows:

Section 1 (Authority and Purpose): Since the original JPA Agreement was focused on the acquisition of the Placerville Branch railroad right-of-way from Southern Pacific Railroad Company, the statement concerning the JPA's purpose in this section has been modified to read as follows:

"The purpose of this Agreement is to provide for the ownership and coordination of public uses of the Placerville Branch, and to provide for such reciprocal use agreements and multijurisdictional use agreements as may be desired by the member agencies."

Section 5 (Duties): This section has been modified to reflect the fact that certain duties of the JPA have been satisfied already by entering into the 1996 Reciprocal Use and Funding Agreement (RUFA) and the 2000 Continuing Funding Agreement.

Section 6.A (Governing Board -- Membership): The JPA used to have a nonvoting director on its Board. That is no longer true, so references to nonvoting directors have been removed throughout the Agreement.

Section 6.D(5) (Contributions): This Section has been modified to reflect the fact that member agency contributions to the JPA's budget are now governed by the Continuing Agreement to Advance Funds among the JPA and its member agencies.

Section 8 (Disposition of Property and Funds): This Section has been modified to reflect the fact that the ultimate disposition of the real property comprising the Placerville Branch is now governed by the RUFA.

Section 9 (Indemnification): This section has been modified to include a reference to the indemnification provisions of the Easement Agreements between the JPA and the member agencies having allocated portions of the railroad right-of-way.

Section 10 (Withdrawal): This section has been modified to clarify that withdrawal from the JPA does not constitute withdrawal from the RUFA, for those member agencies that

are subject thereto. Also, the former Section 10.B (Use of Reports) was intended to cover the scenario of a member agency withdrawing prior to the acquisition of the Placerville Branch and, therefore, is no longer needed.

BOARD ACTION:

Adopt the attached Resolution approving the updated JPA Agreement. JPA Staff will forward the updated JPA Agreement to the member agencies and the City of Rancho Cordova for their respective approvals.

MARKED TO SHOW CHANGES FROM ORIGINAL JPA AGREEMENT
AND ALL AMENDMENTS THERETO

AMENDED AND RESTATED JOINT POWERS AGREEMENT
FOR THE SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY~~FOR THE ACQUISITION AND PRESERVATION OF THE
SOUTHERN PACIFIC PLACERVILLE BRANCH RAILROAD RIGHT OF WAY~~

This Agreement is entered into as of [____], 2025, by and between Sacramento Regional Transit District, a public corporation ("District"), County of Sacramento and County of El Dorado, political subdivisions of the State of California ("Counties"), and City of Folsom and City of Rancho Cordova, ~~a municipal corporation~~ corporations organized and existing under the laws of the State of California ("~~City~~Cities").

RECITALS

a1. Effective October 8, 1991, District, Counties and City of Folsom entered into that certain Joint Powers Agreement for the Acquisition and Preservation of the Southern Pacific Placerville Branch Railroad Right-of-Way (the "Original JPA Agreement") creating the Sacramento-Placerville Transportation Corridor Joint Powers Authority (the "Authority") for the purpose of acquiring Southern Pacific Transportation Company's Placerville Branch railroad right-of-way (the "Placerville Branch") and providing reciprocal use agreements for transportation and transportation preservation uses as desired by the agencies.

b. The Authority acquired the Placerville Branch on September 6, 1996.

c. The parties to the Original JPA Agreement now desire to include the City of Rancho Cordova as a member agency and make certain other changes to the Agreement.

d. District, Counties and ~~Cities~~ City have the common powers to acquire real property and to preserve right of way for transportation and other lawful purposes.

2e. District, Counties and ~~Cities~~ City have determined that the public interest will be served by the continued joint exercise of these powers through this Agreement and the Authority to preserve the Placerville Branch as a transportation corridor and coordinating other lawful uses thereof by the member agencies~~creation of a joint powers authority to acquire the Southern Pacific Transportation Company's Placerville Branch to preserve this right of way as a transportation corridor and for any other lawful purpose serving the agencies respective jurisdictions and spheres of influence.~~

f. District, Counties and ~~Cities~~ intend that this Agreement shall supersede and replace the Original JPA Agreement and all amendments thereto.

AGREEMENT

31. Authority and Purpose

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the California Government Code (commencing with section 6500) (the "Law") relative to the joint exercise of powers common to District, Counties and ~~City~~Cities. The purpose of this Agreement is to provide for the ~~acquisition of Southern Pacific Transportation Company's ownership and coordination of public uses of the~~ Placerville Branch ("~~Placerville Branch~~"), and to provide for such reciprocal use agreements ~~for transportation and transportation preservation uses and multijurisdictional use agreements~~ as may be desired by the ~~member~~ agencies ~~through the creation of a joint powers authority~~. The Placerville Branch and its approximate location; ~~distance and width~~ is depicted on Exhibit A attached to this Agreement and incorporated herein by this reference as if fully set forth herein.

42. ~~Creation~~Continuation of Authority and Jurisdiction

~~There is hereby created~~ The parties hereto hereby amend and restate the Original JPA Agreement that created the Sacramento-Placerville Transportation Corridor ("~~SPTC~~") Joint Powers Authority ("Authority") a public entity separate from District, Counties, and ~~City~~Cities, whose jurisdiction is as shown and depicted in Exhibit A.

53. Term and Termination

This Agreement shall be effective as of the date first stated above. It shall remain in effect until ~~the purposes stated in paragraph 3 are fully accomplished unless sooner~~ terminated in the manner specified in paragraph ~~12~~ 10, or by the unanimous agreement of the respective governing bodies of the agencies in accordance with the Law.

64. Powers

The Authority shall have all powers necessary or reasonably convenient to carry out the purposes stated in paragraph 31, including but not limited to the following:

A. Administration

- 1) to secure administrative furnishings;
- 2) to contract for or employ administrative, technical, and support staff;
- 3) to lease acquire and dispose of materials, supplies, and insurance of all types to effect or facilitate achievement of the Authority's purpose;
- 4) to approve the annual budget;
- 5) all powers incidental to the above.

B. ~~Placerville Branch Acquisition~~ Acquisition of Real Property

- 1) to retain an M.A.I. certified appraiser(s) to prepare an appraisal of ~~the Placerville Branch~~ real property in accordance with the laws of California pertaining to eminent domain;
- 2) to contract for or employ staff to conduct engineering studies and surveys; to prepare environmental reports pertaining to toxic and hazardous wastes and substances; and to prepare title reports and litigation guarantees;
- 3) to lease, acquire or dispose of real property by negotiation, dedication, or eminent domain;
- 4) to lease, acquire or dispose of materials, supplies, and insurance of all types to effect or facilitate the acquisition of ~~the Placerville Branch~~ real property;
- 5) all powers incidental to the foregoing.

C. Financing

- 1) to accept, hold, invest (pursuant to section 6509.5 of the Law) manage, and expend monies for any legal purpose ~~administrative purposes and for acquisition of the Placerville Branch~~;
- 2) to negotiate and enter into reimbursement agreements when monies ~~to acquire one or more segments of the Placerville Branch~~ are advanced;
- 3) to order formation of an assessment or special tax district;
- 4) to authorize the sale of bonds;
- 5) to make a financial commitment;
- 6) all powers incidental to the foregoing.

D. Reciprocal Use Agreements

- 1) to negotiate and enter into reciprocal use agreements between the ~~agencies~~ parties related to one or more segments of the Placerville Branch;
- 2) all powers incidental to the foregoing.

~~75.~~ Duties

The Authority shall have the duty to do the following within the times specified or, if no time is specified, within a reasonable time:

- A. to retain legal counsel for all Authority business, including litigation;
- B. to secure liability and errors and omission insurance, if available at a reasonable cost as determined by the Governing Board;
- C. ~~to develop a formula for cost allocation among the agencies for acquisition costs and related expenses that may be incurred to purchase the Placerville Branch;~~
- D. ~~to determine the amount of start-up and ongoing funding required by the Authority;~~
- E. ~~to approve, within three (3) months after retention of legal counsel, a memorandum of understanding between the Authority and each member agency addressing the following matters: 1) pursuant to California Government Code section 895.4, the extent to which and circumstances under which a party to this Agreement is entitled to contribution or indemnification from the other parties to this agreement for any liability arising out of the performance of this Agreement, and 2) the methodology described in subparagraph c. above and the manner in which title to real and personal property will vest in the Authority, including provision for reversion of title to the Placerville Branch or segments of the Branch to a member agency upon termination of this Agreement or withdrawal of the member from the Authority as provided in paragraph 12.~~

86. Administration

A. Governing Board -- Membership

- (1) ~~Voting Members~~Directors and Alternates. The Authority shall be administered by a board of directors ("Board"), consisting of five directors and five alternates. One director and one alternate shall be current members of the District Board of Directors; one director and one alternate (for each County) shall be current members of the Counties' Boards of Supervisors; and one director and alternate (for each City) shall be current members of the Cities' City Councils.
- (2) General. Each director and each alternate shall be appointed by the Board of Directors, Board of Supervisors or City Council of which he or she is a member and shall serve at the pleasure of the appointing agency. Alternates shall serve as directors in the absence of the director representing the same jurisdiction as the alternate. References in this Agreement to actions of directors includes the actions of alternates serving as directors in accordance with the foregoing sentence. The four directors so appointed shall appoint the fifth director and alternate, who shall be

~~public members at large serving for a fixed term of such duration as is provided by the Board at the time of appointment.~~ Each of the above directors is authorized to vote on any matter properly before the Board.

~~(2) Non-Voting Member. In addition to the five (5) voting members enumerated in subparagraph (1) above, the District 3 Director of the California Department of Transportation shall serve as an ex officio and non-voting member of the Board.~~

B. Meetings

- 1) Regular Meetings. The Board shall by resolution establish the number of regular meetings to be held each year and the date, hour, and location at which such regular meetings shall be held; provided, however, that the resolution shall provide for at least one (1) regular meeting quarterly.
- 2) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of section 54956 of the California Government Code.
- 3) Conduct of Meetings. All meetings of the Board shall be held in accordance with Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with 54950) (California Open Meeting Law).
- 4) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each ~~member~~ director of the Board and to the District, Counties and the ~~City~~Cities.
- 5) Quorum. Three (3) ~~voting~~ directors of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. Except as provided in paragraph 97, actions of the Board shall require the affirmative vote of:
 - a) four (4) ~~voting~~ directors, if five (5) ~~voting~~ directors are present; or
 - b) three (3) ~~voting~~ directors, if fewer than five (5) ~~voting~~ directors are present.

C. Procedures

- 1) The Board shall elect a Chair from among its membership to preside at meetings and shall select a Secretary who may, but need not, be a ~~member~~ director of the Board.

- 2) The Board may adopt by resolution rules of procedure not inconsistent with the provisions of this Agreement to govern the conduct of its meetings.
- 3) ~~Members of the~~ The Board of Directors shall comply with Title 9 of the California Government Code (commencing with 81000) (Political Reform Act of 1974).

D. Fiscal Matters

- 1) Treasurer and Auditor
 - a) Except as provided in b) below, the treasurer and auditor of the County of Sacramento are designated the treasurer and auditor of the Authority with the powers, duties, and responsibilities specified in section 6505 and 6505.5 of the Law.
 - b) In lieu of the designations in a), above, the Board may appoint one or more of its employees to either or both of the positions of treasurer or auditor as provided in section 6505. 6 of the Law. Such appointment shall supersede the designation made in a), above. The person(s) appointed by the Board under this paragraph shall have the powers, duties and responsibilities specified in sections 6505 and 6505.5 of the Law.
- 2) Custodian of Property. The treasurer and auditor of the Authority shall be the public officers who have charge of, handle, and have access to the Authority's property and shall file with the Authority an official bond in the amount fixed by the District, Counties and ~~City~~Cities.
- 3) Accounts and Reports. The Board shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times to the District, Counties and ~~City~~Cities and their respective representatives. The Authority, within 120 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the District, Counties and ~~city~~Cities. The accounts shall be prepared by an independent certified public accountant employed by the Authority.
- 4) Budgets. The fiscal year of the Authority shall be July 1 - June 30. The Board shall adopt an operating budget no later than June 30 of each year.
- 5) Contributions. ~~Within 90 days of the effective date of this Agreement the~~ District, Counties and ~~City~~Cities shall make annual contributions of funds to the Authority in accordance with that certain Continuing Agreement to

Advance Funds among the Authority, District, Counties and Cities, dated as of even date herewith, as the same may be amended from time to time. ~~contribute to the Authority start-up funds in the amounts determined by the Board. The Board may request additional amounts to be contributed in the future from the District, Counties and City which amounts shall be allocated proportionately among the District, Counties and City based on the methodology adopted pursuant to 7.C, above.~~

97. Voting

Notwithstanding paragraph ~~8~~6.B.5), the following actions require the affirmative unanimous vote of all five directors ~~all voting directors, other than the directors serving as public members at large, must approve the following actions,~~ with each director ~~or alternate~~ voting in accordance with the direction given by his or her appointing body:

- A. To order formation of an assessment or special tax district;
- B. To authorize the sale of bonds; or
- C. To make a financial commitment with a term of more than one (1) year;
- ~~D. To determine the amount of the initial contributions of start-up funds, and to adopt or to amend the method of allocating contribution obligations under paragraph 8.D.5.~~

108. Disposition of Property and Funds

At such time as this Agreement is terminated and upon withdrawal of a party as provided in paragraph ~~12~~10, title to ~~real and~~ personal property to which a member agency has a reversionary interest shall vest in that member agency to the full extent of the Authority's interest in such property. Title to real property shall be quitclaimed to each applicable member agency as provided in that certain Reciprocal Use and Funding Agreement among the Authority and its then-existing member agencies, dated as of August 31, 1996, as the same may be amended from time to time (the "Reciprocal Use and Funding Agreement"). Any property interest remaining in the Authority following discharge of all obligations due by the Authority shall be disposed of and the proceeds or property shall be returned to the source from which funds or property were obtained.

119. Indemnification

The Authority shall acquire such insurance protection as is necessary to protect the interests of the Authority, the parties to this Agreement and the public. The Authority created by this Agreement shall assume the defense of and indemnify and save harmless each party to this Agreement and its respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from

the performance of any of the activities of the Authority, or the activities undertaken pursuant to this Agreement. Notwithstanding the foregoing, in the event of any conflict between the foregoing indemnity provision and the indemnity provisions in the Easement Agreements executed by the Authority pursuant to the Reciprocal Use and Funding Agreement made by and among the Authority, District, Counties and City of Folsom, dated as of August 31, 1996, the indemnity provisions in said Easement Agreements shall control.

1210. Withdrawal

~~A. —~~ Notice: Any Subject to the restrictions of paragraph 3, above, any party may withdraw from this Agreement upon 90 calendar days' prior written notice to the other parties, in which event the Authority shall nevertheless continue to exist, but with membership adjusted to reflect such omission. If ~~three-four~~ or more of the parties to this Agreement withdraw, this Agreement shall terminate upon expiration of the 90-day notice given by the ~~third-fourth~~ party to withdraw from the Agreement. Withdrawal from this Agreement shall not constitute withdrawal from the Reciprocal Use and Funding Agreement for the parties that are subject thereto.

~~B. —~~ Use of Reports: If a party withdraws from this Agreement, it may acquire by negotiation, eminent domain or otherwise any segment or portion of the Placerville Branch in the same manner had it not been a member of the Authority and in so doing, the withdrawing party may use any appraisal, engineering, environmental or other reports that were prepared for the Authority and for which the withdrawing party has contributed its aliquot share of costs as provided in the Memorandum of Understanding prepared pursuant to paragraph 7D.

1311. Exercise of Powers

The powers and duties described in this Agreement shall be exercised and carried out subject only to such restrictions upon the manner of exercising such powers or carrying out such duties as are imposed upon the District in the exercise of similar powers or in carrying out similar duties as provided in section 6509 of the Law.

1412. Debts and Liabilities

The debts, liabilities and obligations of the Authority shall not constitute a debt, liability or responsibility of the District, Counties or ~~the City~~Cities, either jointly or individually.

1513. Liberal Construction

The provisions of the Agreement, and in particular the provisions of paragraphs ~~6, 7 and 8~~4, 5 and 6, shall be liberally construed as necessary or reasonably convenient to achieve the purposes of the Authority.

1614. Severability

Should any part, term, or provisions of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

| ~~17~~15. Amendments

This Agreement may be amended only by the unanimous agreement of the parties to this Agreement.

| ~~18~~16. Successor and Assignment

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. No party may assign any right or obligation under this Agreement without the consent of the others.

| IN WITNESS~~ETH~~ WHEREOF, the parties have entered into this Agreement as of the day and year first above appearing.

| [SIGNATURE BLOCKS AND EXHIBITS TBA]

RESOLUTION NO. 2025-02-02

Adopted by the Board of Directors of the Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) on the date of:

February 3, 2025

**APPROVAL OF
AMENDED AND RESTATED JOINT POWERS AGREEMENT
FOR THE SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY AS FOLLOWS:

That the CEO of the SPTC-JPA is authorized and directed to send the Amended and Restated Joint Powers Agreement for the Sacramento-Placerville Transportation Corridor Joint Powers Authority to the SPTC-JPA's member agencies and the City of Rancho Cordova for approval, execution and delivery thereof.

Passed and Adopted by the Board of the SPTC-JPA, this 3rd day of February, 2025, by the following vote on roll call:

AYES:

NOES:

ABSENT:

Sarah Aquino, Chair

ATTEST:

Jennifer Thiot, Secretary

STAFF REPORT

Board Meeting Date: February 3, 2025

Page 1 of 1

Action Item: Approve Updated Continuing Agreement to Advance Funds

**AGENDA ITEM
NO. 6b**

DISCUSSION:

JPA Counsel has updated the Continuing Agreement to Advance Funds to include JPA budget contributions from the City of Rancho Cordova.

BOARD ACTION:

Adopt the attached Resolution approving the updated Continuing Agreement to Advance Funds. JPA Staff will forward the updated Continuing Agreement to Advance Funds to the member agencies and the City of Rancho Cordova for their respective approvals.

MARKED TO SHOW CHANGES FROM ORIGINAL CONTINUING FUNDING AGREEMENT

AMENDED AND RESTATED
CONTINUING AGREEMENT TO ADVANCE FUNDS
FOR THE SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY

THIS CONTINUING AGREEMENT TO ADVANCE FUNDS (the "Agreement") is made effective as of the ~~1st~~ [] day of ~~July~~ [], ~~2000~~2025, by and among the COUNTY OF EL DORADO, a political subdivision of the State of California ("El Dorado"), the COUNTY OF SACRAMENTO, a political subdivision of the State of California ("Sacramento"), the CITY OF FOLSOM, a municipal corporation organized and existing under the laws of the State of California ("Folsom"), the CITY OF RANCHO CORDOVA, a municipal corporation organized and existing under the laws of the State of California ("Rancho Cordova"), the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation ("RT"), and the SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a California joint powers agency ("JPA"). EL DORADO, SACRAMENTO, FOLSOM, RANCHO CORDOVA and RT are hereinafter collectively and individually referred to as the "Member Agencies."

Recitals

A. Effective October 8, 1991, ~~the Member Agencies- El Dorado, Sacramento, Folsom and RT~~ created the JPA by entering into that certain Joint Powers Agreement for the Acquisition and Preservation of the Southern Pacific Placerville Branch Right of Way (the "JPA Agreement").

B. Effective July 1, 2000, the JPA, El Dorado, Sacramento, Folsom and RT entered into that certain Continuing Agreement to Advance Funds for the Sacramento-Placerville Transportation Corridor Joint Powers Authority (the "Original Funding Agreement").

B. By entering into this Agreement, the Member Agencies desire to provide for the ongoing funding of the JPA. The Member Agencies intend that this Agreement shall supersede and replace the Original Funding Agreement.

Agreement

1. Annual Funding. On or before the later of: (i) August 31st of each ~~fiscal~~ year, or (ii) thirty (30) days after the JPA board of directors adopts the JPA's budget for ~~each~~ the next fiscal year and invoices in connection therewith are delivered to the Member Agencies, each Member Agency shall pay to the JPA an amount equal to one ~~fourth~~ fifth (1/5th) of the amount budgeted by the JPA, up to the "Maximum Contribution Limit." For fiscal year ~~2000/2001~~ 2025/2026, the Maximum Contribution Limit shall be ~~\$35,000~~ \$30,000. Thereafter, the Maximum Contribution Limit shall increase by two percent (2%) per fiscal year.

2. Expenditure of Funds. Each Member Agency agrees that said funds may be expended by the JPA in any legal manner authorized by the JPA's governing board. Each Member Agency further agrees that the funds so advanced shall not be restricted, conditioned or otherwise limited in purpose or use. Each Member Agency warrants and represents that said funds are not so restricted, conditioned or limited.
3. Withdrawal. In the event any Member Agency withdraws from the JPA by giving ninety (90) days' written notice in the manner set forth in the JPA Agreement, that Member Agency's obligations under this Agreement shall cease as of the effective date of such withdrawal.
4. Amendments. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties.
5. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.
6. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

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

| [Signature blocks TBA]

RESOLUTION NO. 2025-02-03

Adopted by the Board of Directors of the Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) on the date of:

February 3, 2025

**APPROVAL OF
AMENDED AND RESTATED CONTINUING AGREEMENT TO ADVANCE FUNDS
FOR THE SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY AS FOLLOWS:

That, following full execution and delivery of (a) the Amended and Restated Joint Powers Agreement for the Sacramento-Placerville Transportation Corridor Joint Powers Authority and (b) the Amended and Restated Continuing Agreement to Advance Funds for the Sacramento-Placerville Transportation Corridor Joint Powers Authority (the "Funding Agreement") by the City of Rancho Cordova and all other SPTC-JPA member agencies, the CEO of the SPTC-JPA is authorized and directed to execute and deliver the Funding Agreement substantially in the form presented at this meeting, together with such changes, insertions and omissions as may be approved by the CEO and General Counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Passed and Adopted by the Board of the SPTC-JPA, this 3rd day of February, 2025, by the following vote on roll call:

AYES:

NOES:

ABSENT:

Sarah Aquino, Chair

ATTEST:

Jennifer Thiot, Secretary

STAFF REPORT

Board Meeting Date: February 3, 2025

Page 1 of 3

INFORMATION: Natural Trail Project Helix Contract

**AGENDA ITEM
NO. 6c**

DISCUSSION:

Don Rose of FATRAC (Folsom Auburn Trail Riders Action Coalition) will make a brief presentation to the JPA Board to provide an update on the Natural Trail Project.

In 2016, the JPA began the initial planning and environmental clearance for a proposed trail along the JPA corridor between Folsom and Placerville. The trail was intended to primarily be used by hikers and mountain bike riders and therefore would not be a paved or graded trail; rather, the trail would be cut out of the brush grass growing adjacent to the railroad tracks and would feature only modest improvements at creek crossings to make them easier to traverse – thus the trail was named the “Natural Trail”.

Work on the Natural Trail was intended to be performed by volunteer groups such as trail enthusiasts, bike riding groups, etc. with minor financial support provided by the JPA, primarily to purchase construction materials or pay for necessary permits. Currently, FATRAC, Friends of the El Dorado Trail, and Mother Load Trail Stewardship are all actively working on the project.

The original contract between Foothill and Associates (now Helix Environmental Planning, Inc.) and the SPTC-JPA was executed in 2017. Total invoices paid to date to Helix since 2017 total \$103,052. At the May 1, 2023, meeting, the SPTC JPA Board approved a contract amendment of \$66,035 for environmental permits notifications to agencies and to conduct necessary environmental surveys before further volunteer work on the trail can continue. The amount and type of survey needed to commence work on the Natural Trail varies depending on the location and nature of the work.

The total Helix invoices paid in 2023 and 2024 were \$25,466 and \$20,915, respectively. The SPTC-JPA FY24/25 budget included \$45,063 for the Natural Trail project.

The Natural Trail work completed in 2023, includes the following:

- Installed plastic culverts in the Sacramento County section between White Rock Road and the county line at creek crossings 26 and 29. At crossing 30 the trail was routed over the end of the rail culvert.
- Installed one rail crossing (51) and partially completed a second one (59) between the county line and Latrobe Rd.

- Performed weed abatement multiple times throughout the Sacramento County Natural Trail segments.

Work completed in 2024 included the installation of culverts in the Sacramento County sections between White Rock Road and the county line with El Dorado County at creek crossings 26 and 29.

Natural Trail work remaining includes the following:

- Install plastic culverts at creek crossings 23, 25, and 28.
- Install short puncheon at creek crossing 27.
- Route trail over the end of the road culvert at crossing 24.
- Reinstall culvert at crossing 26, stake down with rebar. The culvert at crossing 26 washed out in the recent rainstorms.
- Crossings 21 and 22 will not be addressed because they will be in the alignment of the SE Connector.
- Complete rail crossing at 59.
- There are also several culverts to be installed in the El Dorado County section.

Due to the infrequency and time of year of the natural trail work, it is unknown how much additional funds will be needed for environmental permit notifications and surveys to complete the Natural trail project from Latrobe to White Rock Road. Each year the Natural Trail project work is not completed requires the environmental permits notifications to agencies and environmental surveys to be redone in order for work to restart on the Natural Trail project.

In October 2022, the SPTC requested an amendment of the Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC – JPA) Natural Trail Project (Project) Section 401 Water Quality Certification (WDID#5A09CR00164) to extend through March 14, 2026. The original Water Quality Certification (Certification) was originally issued in November 2016.

In January 2023, the requested amendment was approved. United States Army Corps of Engineers (SPK-2015-00232) authorized in-water construction activities to continue until March 14, 2026. SPTC-JPA provided documentation from the California Department of Fish and Wildlife (Environmental Permit Information Management System Notification# SAC-18121-R2) authorizing in- water construction activities to continue until March 15, 2026.

BOARD ACTION:

Staff is seeking Board direction on how to address the Helix Natural Trail contract considering the remaining work needed to complete the Natural Trail project within

Sacramento County. The following are staff recommendations to the Board on how to proceed.

Recommendations:

Option 1:

Member agencies will work with volunteer groups for projects within their segment and coordinate the required inspections with the CEO/Deputy CEO.

Volunteers have until March 15, 2026, to complete their work. After that the permits will expire and the JPA will not seek to have them reissued.

If the required surveys and agency correspondence needed to commence work on the remaining trail sections expends all of the Helix contract before March 15, 2026, there will be no amendments to the contract.

Option 2:

Terminate the contract and the Natural Trail project can be addressed when the JPA begins work on their long-range vision plan document as to standards and consistency on the corridor.