

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

AGENDA

BOARD MEETING

9:30 A.M., MONDAY, MAY 13, 2024

FOLSOM CITY HALL, COUNCIL CHAMBERS

50 NATOMA STREET, FOLSOM, CALIFORNIA

1. CALL TO ORDER

2. ROLL CALL Directors Sarah Aquino (Alternate: Anna Rohrbough), John Hidahl (Alternate: George Turnboo), Pat Hume (Alternate: Sue Frost), 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 March 11, 2024
- b. Meeting Schedule
- c. Quarterly Budget Update

6. NEW BUSINESS

- a. Operating Budget
- b. Bridge and Culvert Inspection Report Discussion
 - i. Tim Osterkamp, Dokken Engineering
- c. Information: Natural Trail Update
- d. Approve CEO Appointment and Contract for CEO Services to Transition the CEO from Brett Bollinger to Vickie Sanders
- e. Information: CEO/Member Agency Staff Reports
 - i. CEO/City of Folsom
 - i. PSVRR License Agreement Update
 - ii. El Dorado County

- iii. Sacramento County
- iv. Sacramento Regional Transit

7. DIRECTORS' COMMENTS

6. NEXT MEETING: August 5, 2024

- a. PSVRR Excursion Rail License Agreement Approval
- b. Master Plan Update
- c. Natural Trail Update

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 CEO, Brett Bollinger, by telephone at (916)461-6632 or email at bbollinger@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
March 11, 2024

Call to Order: The meeting was called to order at 9:31 a.m.

Roll Call: Present: Directors Aquino, Hidahl, Hume, and Budge
Absent: Sander

Public Comment: Public comment was made by Don Rose.

Consent

Items 5a & 5b: Approval of Minutes and Quarterly Financial Report

A motion was made by Director Budge 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:

- Approve Minutes for Regular Meeting of August 7, 2023
- Quarterly Financial Report

New Business

Items 6a: Resolution: Honoring retired Deputy CEO, Vickie Sanders

Public comments were made by Jim Harville and Kris Payne. A motion was made by Director Hidahl, seconded by Director Budge, 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. 2024-03-01: Honoring retired Deputy CEO, Vickie Sanders

Item 6b: Information: Nature Trail Update

A brief staff report was provided by Brett Bollinger, CEO. He reported that volunteers will be out in mid-April to install approximately ten culverts. Public comments were made by Kris Payne, Don Rose, Vickie Sanders, and Jim Harville. The need for a Master Plan for the corridor was discussed.

SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY

Minutes of the Regular Meeting of the Board of Directors on
March 11, 2024

Item 6c: Study Session: PSVRR License Agreement

A staff report was provided by Brett Bollinger, CEO. Public comments were made by Jim Harville, Robert Goss, Don Rose, and Chris Payne. Mary Cory provided information from El Dorado County. One topic of discussion was the physical condition of the track, including the washout in El Dorado County, which might not be fully repaired for years. Possible heavy freight operations in El Dorado County were discussed.

The track crossing at White Rock Road was discussed and the planned Southeast Connector Expressway improvements. Director Hume articulated that a train crossing over White Rock Road as part of the Southeast Connector is not feasible from his perspective. His primary focus is a grade separation at White Rock for a paved trail. This trail would be for pedestrian and bike passage. He also supports the inclusion of funding to build a train stop at the intersection of Payen Road and White Rock Road to act as a staging area for the train to continue from that area onward and possibly pedal cars back into Folsom. Director Hidahl requested additional input from El Dorado County staff regarding use of the corridor for existing and future uses.

Director Hume proposed direction that a 7 year license be negotiated with PSVRR with an early termination clause for when the Southeast Connector is constructed, giving the PSVRR 6 months' notice, and that there would be no reimbursement to PSVRR upon early termination due to the Southeast Connector's construction. The Board concurred with that direction to staff to negotiate with PSVRR. Direction was also provided that El Dorado County staff will need to work out details regarding track usage within El Dorado County.

The importance of a Master Plan for the future of this corridor was again articulated. This item was continued for further research and discussion.

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

- i. Brett Bollinger, CEO/City of Folsom: It is his intention to step down as SPTC-JPA CEO effective July 1, 2024. Vickie Sanders has expressed interest in the CEO position. Staff is recommending Vickie Sanders as the next CEO of the STCP-JPA, working as an independent consultant, if that is what the Board desires.

Bridge and Culvert inspections have been completed. Inspections will be posted on our website, and Dokken Engineering will attend the next meeting.

After looking for alternative quotes for the annual audit, it will be executed with MUNCPAs again.

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

Minutes of the Regular Meeting of the Board of Directors on
March 11, 2024

- ii. Mary Cory, El Dorado County: The County has been participating in a weed abatement program. Ed Cunia, the lead volunteer, discussed some of the work they have been doing and the issues they are facing.
- iii. Matt Darrow, Sacramento County: The County was notified of dumping along the corridor, cleaned up the area, and posted signage to discourage dumping.
- iv. Michael Cormia, Sacramento Regional Transit: Weed abatement is underway. Work on the Folsom double track section continues and should be finalized in late June or July, depending on the weather. Station modifications for the new lower trains is going on now. Nineteen new trains are ready to be utilized.

Directors Comments

Master Plan should be on the May agenda and a priority for the SPTC-JPA going forward.

The next meeting will be the Regular Board Meeting on May 13, 2024

The meeting was adjourned at 10:58 a.m.

I hereby certify that the Board of Directors approved the foregoing minutes at its Board Meeting on March 11, 2024.



Jennifer Thiot, Board Secretary

STAFF REPORT

Board Meeting Date: May 13, 2024

Page 1 of 1

Motion: Approve Board meeting calendar for Fiscal Year 2024/2025

**AGENDA ITEM
NO. 5b**

DISCUSSION:

In accordance with Section 1.1 “Regular Meetings” of the Rules of Procedure of the JPA, Regular meetings are to be scheduled no less frequently than once each calendar quarter. The JPA Staff proposes the following meeting dates, times, and location for the Board’s Regular Meetings during the upcoming Fiscal Year 2024/2025.

DATE	TIME	LOCATION
August 5, 2024	9:30 a.m.	Folsom City Hall, Council Chambers
November 4, 2024	9:30 a.m.	Folsom City Hall, Council Chambers
February 3, 2024	9:30 a.m.	Folsom City Hall, Council Chambers
May 5, 2024	9:30 a.m.	Folsom City Hall, Council Chambers

BOARD ACTION:

Motion: Approve the Board meeting calendar for the upcoming Fiscal Year 2024/2025 as proposed in this staff report.

Note: A meeting may be canceled if there is a lack of agenda items.

STAFF REPORT

Board Meeting Date: May 13, 2024

Page 1 of 2

INFORMATION: Quarterly Budget Update for the Third 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 third quarter (January through March) of Fiscal Year 2023/24.

SPTC-JPA Budget Reconciliation Fiscal Year 2023/24

Starting JPA “Bank Account” for FY 23/24:	\$353,110.69
• Operating Budget Expenses (through Q3):	\$ 46,817.64
• Capital Program Budget Expenses (through Q3):	\$129,345.32
• Annual Contributions 23/24:	\$110,000.00
• Interest Earned 23/24:	<u>\$ 3,683.00</u>
• “Bank Account” for 23/24 (as of 03/31/24)	\$290,630.73

OPERATING BUDGET

OPERATING BUDGET/ LINE ITEM	ADOPTED FY 2023/24 BUDGET	EXPENDED 3 rd QUARTER FY 2023/24 (Jan-Mar)	EXPENDED YEAR TO DATE FY 2023/24	REMAINING FY2023/24 BUDGET
1. Administrative	\$50,000.00	\$322.50	\$18,578.94	\$31,421.06
2. Legal	\$17,000.00	\$3,948.00	\$12,024.20	\$4,975.80
3. Audit Fees	\$9,000.00	\$0	\$2,000.00	\$7,000.00
4. Accounting	\$6,000.00	\$0	\$350.00	\$5,650.00
5. Maintenance	\$12,000.00	\$12,000.00	\$12,000.00	\$0
6. Insurance	\$10,000.00	\$0	\$1,492.73	\$8,507.27
7. Contingency	\$6,000.00	\$371.77*	\$371.77	\$5,628.23
TOTAL	\$110,000.00	\$16,642.27	\$46,817.64	\$63,182.36

*Maintenance expenditures over adopted FY 23/24 budget

CAPITAL PROGRAM BUDGET

Bridge and Culvert Inspections	
Trackage & Bridge Structure Inspection, Dokken:	\$129,680.00
Expended:	<u>\$124,565.00</u>
Program Budget Remaining:	\$ 5,115.00
Nature Trail Project	
Nature Trail Supplies:	\$ 10,000.00
Expended:	\$ 0.00
Nature Trail Environmental Surveys, Helix:	\$ 66,035.00
Expended:	<u>\$ 4,780.32</u>
Program Budget Remaining:	\$ 71,254.68
Total Expended Capital Program Budget in FY23/24:	\$129,345.32

BOARD ACTION:

Information only; no Board action is required.

STAFF REPORT

Board Meeting Date: May 13, 2024

Page 1 of 1

Motion: Approve Operating Budget for Fiscal Year 2024/2025

**AGENDA ITEM
NO. 6a**

DISCUSSION:

At the May 8, 2023, JPA Board meeting, the Board adopted the Operating Budget of \$110,000 for Fiscal Year 2023/24. The Operating Budget was funded by a contribution of \$27,500 from each of the four member agencies.

At the May 8, 2023, JPA Board meeting, the Board adopted the Capital Improvement Budget of \$10,000 for Fiscal Year 2023/24. The \$10,000 was for the Nature Trail Project, specifically to provide construction materials needed by the volunteer labor forces and specialist inspections if requested by any of the local agencies. In addition, \$66,035 for a consultant services agreement for environmental survey support for the Natural Surface Trail project was adopted by the JPA Board on May 8, 2023, (Reso. 2023-05-03) which carried forward to Fiscal Year 2023/24. A \$100,000 budget authorization was also included as part of the carryforward from the Fiscal Year 2022/23 for the bridge and track inspections (Reso. No. 2022-08-01) and an additional \$29,680 was authorized at the August 7, 2023, JPA Board meeting for a total contract amount of \$129,680 with Dokken Engineering for the bridge and culvert inspection services, increasing the total Capital Improvement Budget for Fiscal Year 2023/24 to \$205,715.

SPTC-JPA Budget Fiscal Year 2023/24

Starting JPA "Bank Account" for FY 2023/24:	\$ 353,110.69
• Operating Budget 2023/24:	\$ 110,000.00
• Capital Improvement Program Budget 2023/24:	\$ 205,715.00
• Annual Agency Contributions 2023/24:	\$ 110,000.00
• Reserve Account 2023/24:	\$ 147,395.69
JPA account balance as of 03/31/24:	\$ 290,630.73

Projected SPTC-JPA Budget Reconciliation Fiscal Year 2023/24

Starting JPA "Bank Account" for FY 2023/24:	\$ 353,110.69
• Operating Budget 2023/24:	\$ 88,000.00
• Capital Improvement Program Budget 2023/24:	\$ 195,715.00
• Annual Agency Contributions 2023/24:	\$ 110,000.00
• Interest Earned 2023/24:	\$ 3,683.00
• Reserve Account 2023/24:	\$ 183,078.69

For Fiscal Year 2024/25, staff are proposing modifications to several of the budget line items to better align with actual expenses; however, the total operating budget will increase to \$156,000. The proposed changes are shown in the table below.

PROPOSED OPERATING BUDGET FOR FISCAL YEAR 2024/25

The Operating Budget is separated into seven (7) budget line items to facilitate tracking and managing the budget. The following describes the typical activities associated with each budget line item.

Line Item 1-Administrative

- This line item reimburses the Chief Executive Officer (CEO), Deputy CEO, Secretary to the Board, and administrative/technical support consultant for providing the following services:
 - Administer the Reciprocal Use and Funding Agreement (RUFA) on behalf of the JPA Board and staff.
 - Reviewing and executing official documents on behalf of the JPA.
 - Preparing for and conducting JPA Board meetings, including Secretary to the Board's preparation and approval of the minutes.
 - Assisting the public and Member Agencies with the development of transportation uses in the JPA corridor, such as the Natural Trail project.
 - Coordination with JPA Member Agency staff, including periodic site visits and staff meetings.
 - Participating as stakeholder in regional studies or analyses such as the Capital Southeast Connector Project.
 - Assisting Member Agencies to administer licenses and access permits or easements.
 - Administering contracts with the JPA, including Excursion Rail License Agreement, Executive Officer Reimbursement Agreement, and consultant services agreements.
 - Providing business services such as notary, courier, postage, and other administrative activities necessary to conduct the business of the JPA.
 - Controlling and administering the JPA's website.
 - Providing accounting services to administer the Operating Budget.

Line Item 2 - Legal

- This line item reimburses the JPA legal counsel for providing the following services to the JPA:
 - Providing legal advice to the JPA Board and staff.
 - Assisting with preparation for and conducting of JPA Board meetings.
 - Reviewing contractual documents that involve the JPA property.
 - Addressing legal issues with respect to the corridor as they arise.
 - Working on special-use projects within the corridor.
 - Working with insurance broker to obtain insurance coverage.
 - Assisting with the License Agreement

- Assisting with the Master Plan

Line Item 3 – Audit Fees

- This line item reimburses the JPA’s certified public accountant.
- The JPA Agreement requires that an accounting of the JPA’s financial activities be reported by an independent certified public accountant.
- This line item provides for CPA services to cover the audit for the past fiscal year.

Line Item 4 – Accounting

- This line item reimburses Sacramento County for treasury services provided to the JPA.
- Sacramento County has provided these services to the JPA since inception.

Line Item 5 – Maintenance

- This line item provides weed abatement services through the JPA for the City of Folsom, Sacramento County, and El Dorado County.
- Weed abatement services will be provided by Placerville & Sacramento Valley Railroad (P&SVRR) and El Dorado Western Railroad (EDWRR) under contract with the JPA, using volunteer labor, and reimbursement for costs of fuel and materials.
- The line item also provides for trail maintenance, including JPA sponsorship of the corridor segment in EDC’s Adopt a Trail Program.

Line Item 6 – Insurance

- This line item addresses the estimated costs associated with providing General Liability coverage for persons working on a volunteer basis on behalf of the JPA.

Line Item 7 – Contingency

- This line item addresses any costs in excess of the adopted amounts for the budget line items.

Line Item 8 – Natural Trail Project

- This line item addresses any cost for volunteer projects on the Natural Trail.

SPTC-JPA Recommended Budget Fiscal Year 2024/25.

Starting JPA “Bank Account” for FY 2024/25:	\$ 183,078.69
• Annual Agency Contributions 2024/25:	<u>\$ 110,000.00</u>
• Revenue	\$ 293,078.69
• Operating Budget 2024/25:	\$ 201,063.95
• Reserve Account 2024/25:	\$ 92,014.74

OPERATING BUDGET / LINE ITEM	ADOPTED FY 2023/24 BUDGET	EXPENDED FY 2023/24 TO DATE	FORECASTED TO EXPEND (by end of FY 2023/24)	PROPOSED BUDGET FOR FY 2024/25
1. Administrative	\$ 50,000.00	\$ 18,578.94	\$ 38,000.00	\$ 80,000.00
2. Legal	\$ 17,000.00	\$ 12,024.20	\$17,000.00	\$ 25,000.00
3. Audit Fees	\$ 9,000.00	\$ 2,000.00	\$9,000.00	\$ 11,000.00
4. Accounting	\$ 6,000.00	\$ 350.00	\$6,000.00	\$ 7,000.00
5. Maintenance	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 17,000.00
6. Insurance	\$ 10,000.00	\$ 1,492.73	\$ 2,000.00	\$ 2,000.00
7. Contingency	\$ 6,000.00	\$ 371.77	\$ 4,000.00	\$ 4,000.00
8. Natural Trail Supplies	\$10,000	\$0	\$0	\$10,000.00
9. Natural Trail Helix	*	*	*	\$45,063.95
Total	\$110,000.00	\$ 46,817.64	\$ 88,000.00	\$ 201,063.95

*Previous fiscal years included this budget item under the CIP budget

JPA staff recommends increasing the Operating Budget for Fiscal Year 2024/25 to \$156,000. The Operating Budget will be funded by the Member Agency contributions, which will remain at **\$27,500** per Member Agency for a total of \$110,000 and balancing the budget with use from the reserve account of \$46,000. The forecasted surplus would remain in the reserve account. Beginning in Fiscal Year 2025/26, Member Agency contributions will need to increase to \$40,000 to fund the Operating Budget fully.

This budget combines the Operating Budget and Capital Improvement Budget (CIP), which were separated in previous years.

BOARD ACTION:

Staff recommends that the Board approve the attached Resolution 2024-05-02, approving the Fiscal Year 2024/25 Operating Budget, as proposed above.

RESOLUTION NO. 2024-05-02

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

May 13, 2024

**APPROVAL OF FY 2024/25
OPERATING BUDGET**

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

THAT, the Operating Budget for FY2024/25 is hereby approved as presented to the Board at this meeting; and

THAT, the Chief Executive Officer is hereby authorized to reallocate budget amounts among the line items in the approved Operating Budget, as he may deem necessary or desirable; provided, however, that the total amount budgeted for FY 2024/25 shall not be increased with the Board's prior approval.

Passed and Adopted by the Board of the SPTC-JPA, this 13th day of May 2024, by the following vote on roll call:

AYES:

NOES:

ABSENT:

Sarah Aquino, Chair

ATTEST:

Jennifer Thiot, Secretary

STAFF REPORT

Board Meeting Date: May 13, 2024

Page 1 of 3

INFORMATION: Bridge and Culvert Inspection Report

**AGENDA ITEM
NO. 6b**

DISCUSSION:

At the August 1, 2022, meeting, the Sacramento Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) Board members discussed conducting a comprehensive master plan process for the SPTC-JPA corridor. The Board recommended staff investigate going through a master plan process to determine future uses within the JPA corridor. This included authorization to evaluate the trackage and bridge structures between the Folsom Wye property and Missouri Flat Road to have background information on the condition of the corridor in order to conduct a SPTC-JPA-directed master planning process. At the meeting the Board approved Resolution No. 2022-08-01 to increase the CIP Budget in the not to exceed amount of \$100,000 for Trackage and Bridge Evaluations.

Currently there are three uses on and adjacent to the JPA corridor. One is the Excursion Rail run by P&SVRR from Folsom to El Dorado County line with the license agreement expiring in 2023. Another is Western Railroad that operates within El Dorado County from Shingle Springs to Placerville. The other use is the Natural Surface Trail project that is currently under construction.

On June 30, 2023, a Request for Proposals (RFP) was issued to qualified and experienced engineering consultants to provide inspection services along the SPTC-JPA corridor. The requested bridge and culvert facilities inspections services would span approximately 33 miles of the tracks from the Wye property, at the intersection of Folsom Boulevard and Bidwell Street in the City of Folsom, to Missouri Flat Road in the City of Placerville.

At the August 7, 2023 meeting, the Board approved Dokken Engineering to conduct the Bridge and Culvert Inspections. Dokken Engineering demonstrated the expertise, capacity, and ability to complete the scope of services which entails project management, public workshop facilitation, bridge design, and cost estimation. This approval also included a budget amendment to increase the budget allocation for the inspections to \$129,680..

Bridge and Culvert Inspections

The SPTC-JPA is a public entity formed in 1991. There are four Member Agencies of the SPTC-JPA: County of El Dorado, City of Folsom, County of Sacramento, and Sacramento Regional Transit. The SPTC-JPA purchased 53 miles of the Placerville Branch right of way from the Southern Pacific Transportation Company's Placerville

Branch railroad in 1996 to provide reciprocal use agreements for transportation and transportation preservation uses as desired by the SPTC-JPA's member agencies. The SPTC-JPA is an ongoing agency with the purpose of preserving the corridor for transportation uses and overseeing property management.

This report provides a summary of the condition of all bridge and culverts along approximately 33 miles of the corridor from the "Wye" property, at the intersection of Folsom Boulevard and Bidwell Street in the City of Folsom, to Missouri Flat Road in El Dorado County. Dokken Engineering staff traversed the entire 33-mile corridor, inspecting all bridges and culverts. An inspection log was developed for each facility, and photographs were taken to document the existing conditions.

Bridge Observation Summary

A total of 14 bridges were identified. A brief description of each bridge, including location type, dimensions, condition, and serviceability is provided in the report. These types of bridges include a concrete girder bridge, 3 steel girder bridges, and timber girder bridges. The report shows a calculated bridge rating for each different type of bridge.

Each bridge was field measured to calculate the capacity of the bridge using its section properties, calculating beam allowable stresses, and unit weights comparing it to E80 train live loads. Moment and shear capacities were calculated to determine the rating capacity of the bridge. A description and summary of each measured bridge is provided in the report. The AREMA manual and other historical references were used as a reference to determine the structural capacity of each bridge. The cost to perform maintenance on the bridge structures identified in the report is estimated to be \$407,300.

Culvert Observation Summary

A total of 144 culverts were identified. A brief description of each culvert, including location, type, dimensions, condition, work recommendations, and estimated maintenance and/or replacement costs is provided in the report.

Forty-five culverts were identified for replacement. These culverts are primarily timber or corrugated metal pipe and need to be replaced due to deterioration. Without replacement, the railroad embankment will eventually fail. An additional six culverts have already failed, as evidenced by collapse of the railroad embankment, and need to be replaced.

It is assumed the current culvert size is sufficient, and no analysis has been performed to determine if replacing culvert with an equivalent size culvert is adequate. In addition, the cost of removing and replacing the rails has not been included in the culvert replacement costs.

Many culverts need maintenance work consisting of clearing debris around the inlet and/or outlet, and minor erosion repairs. The cost of clearing vegetation around the

culvert inlet or outlet was considered to be a minor effort requiring only an hour or two of work, and therefore was not included in the cost estimate. The cost to perform the above tasks is estimated to be \$1,630,000.

BOARD ACTION:

No Board action is required. Board direction may be provided to staff related to the Bridge and Culvert Reports or future improvements.

STAFF REPORT

Board Meeting Date: May 13, 2024

Page 1 of 1

INFORMATION: Natural Trail Project Update

**AGENDA ITEM
NO. 6c**

DISCUSSION:

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 be used by hikers, equestrians, and mountain bike riders primarily, 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 Lode Trail Stewardship are all actively working on the project.

The JPA supports the Natural Trail improvements by obtaining the original environmental permits and by performing the environmental studies and surveys necessary to allow for the trail improvement work to occur. Foothill and Associates (now Helix Environmental Planning, Inc.) performed the environmental work on behalf of the JPA, beginning in June 2018, when the original contract was signed. Currently, the Helix Contract has \$45,063.95 left to complete the Natural Trail Project.

The existing contract with Helix includes approximately ten (10) miles of trail from U.S Highway 50 to Latrobe; seven (7) miles of trail in El Dorado County and three (3) miles in Sacramento County. In the El Dorado County section, volunteers have installed five (5) box culverts, three (3) round culverts, two 15-foot puncheon bridges, and trail reroutes to move the trail onto higher ground. In the Sacramento County section, volunteers have done weed abatement but had to stop work pending the completion of environmental surveys.

The remaining natural trail work includes the installation of ten (10) culverts in the Sacramento County section, plus additional weed abatement of the entire trail alignment. In the El Dorado County section, planks are needed to be installed between the railroad tracks where the trail crosses the track in several places and installation of additional culverts.

Due to the infrequency and time of year of the work on the natural trail takes place, it is unknown the amount of additional funds needed for environmental permit notifications and surveys to complete the natural trail project from Latrobe Road to White Rock Road. Each year that the natural trail project work is not completed requires the environmental permits notifications to agencies and environmental surveys to be redone for work to restart on the natural trail project.

SPTC Natural Trail Project: Proposed 2024 Work Plan (Don Rose)

For 2024, the work plan for the SPTC Natural Trail Project is primarily centered in the 1.5-mile section in Sacramento County, from White Rock Road south to Carson Creek Bridge. The primary work in that area is installation of culverts in ten (10) creek crossings in accordance with the trail improvement plan. Weed abatement in that section will also continue along with trail grading. Weed abatement qualifies maintenance of an existing trail. Trail grading will primarily be completed at the approaches to creek crossings, where steep embankments will be cut down to provide a more user-friendly slope, and the material removed used to backfill over culverts.

In El Dorado County, there are two locations where the trail crosses the railroad track. Installation of 4x12 planks between the rails with ramps on each side will provide a more user-friendly crossing. All work will be completed within approximately 5 feet from the center line of the track, on the gravel ballast, which will be equivalent to maintenance work done by the railroad.

The following is a list of the specific locations.

	SPTC Natural Trail Creek Crossings and Rail Crossings Numbers conform to 2023.01.25 Natural Trail Plans
	White Rock Road to Carson Creek Bridge – continue weed abatement and trail grading along entire section
Locations 21-30	Install culverts
Location 51	Trail crosses rail – install planks between rails and ramps on each side
Location 58	Trail crosses rail – install planks between rails and ramps on each side

Progress Report

In April, volunteers began installing culverts in the Sacramento County section. Culverts were installed at locations 26 and 29, with appropriate grading of approaches.

The trail crossing of the railroad track at location 51 was completed. The trail crossing of the railroad track at location 58 was partially completed. Approach ramps were not

completed but planks were installed between the rails, though additional work is needed to fully secure the planks to the underlying ties.

Substantial weed abatement was completed in the Sacramento section, but more is needed.

BOARD ACTION:

No Board action is required. Board direction may be provided to staff related to these Natural Trail improvements or future improvements.

STAFF REPORT

Board Meeting Date: May 13, 2024

Page 1 of 1

RESOLUTION: Approve SPTC CEO Appointment and Contract for CEO Services

**AGENDA ITEM
NO. 6^d**

DISCUSSION:

Mr. Brett Bollinger submitted his resignation as CEO to the SPTC-JPA Board due to his existing duties as Senior Trails Manager with the City of Folsom. Mr. Bollinger has been serving as CEO since May of 2022 and indicated he will continue to serve the SPTA-JPA until another CEO is determined. Since the inception of the JPA in 1992, the JPA CEO position generally has been filled by staff from one of the JPA member agencies. However, that has not always been possible. From 2006-2015, the JPA contracted with PGH Wong Engineering to provide CEO services through Mr. John Segerdell.

At the March 2024 SPTC-JPA Moard meeting the Board was informed that former El Dorado County staff representative Vickie Sanders was willing to serve as CEO of the Authority. It is recommended that the Board approve the appointment of Vickie Sanders as CEO and approve the Contract for CEO Services. JPA member agency staff support this recommendation. Ms. Vickie Sanders served as the El Dorado County Parks Manager from 2012 to December 31, 2023, and was the El Dorado County staff representative to the SPTC-JPA. She now has her own consulting business and is available to assist the JPA as its CEO.

The CEO contract proposes a 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 Master Plan Study or similar study.

The proposed CEO contract is for a three-year term through June 20, 2027.

BOARD ACTION:

Approve the resolution to appoint Ms. Vickie Sanders with Sanders Consulting as CEO of the SPTC JPA and approve a contract with Sanders Consulting for the CEO services.

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 three year period through June 30, 2027, 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 Rial 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 therefor.

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: _____
Name: _____
Title: _____

By: _____
Sarah Aquino , Chair

SSN/FID:

Approved as to Form:

By: _____
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 his 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 he or his 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 his 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 his 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 his 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 his 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. 2024-05-03

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

May 13, 2024

**APPOINTING VICKIE SANDERS
SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY CEO AND
APPROVING CONTRACT FOR CEO SERVICES**

WHEREAS, Brett Bollinger, Senior Trails Manager of the City of Folsom, has been serving as CEO of the Sacramento-Placerville Transportation Corridor (SPTC) since May of 2022, and has resigned as CEO of the SPTC due to his other City of Folsom responsibilities;

WHEREAS, Vickie Sanders was formerly the County of El Dorado Parks and Recreation Manager and served as the El Dorado County staff representative to the SPTC-JPA, and is familiar with the SPTC-JPA; and,

WHEREAS, Ms. Sanders now has her own consulting business and is available to assist the JPA as its CEO.

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

1. Vickie Sanders is hereby appointed as the Chief Executive Officer of the SPTC-JPA, effective July 1, 2024.
2. The Contract for CEO Services with Sanders Consulting, attached hereto as Exhibit A, is hereby approved.
3. Chair Aquino is authorized to execute on behalf of the SPTC-JPA the Contract for CEO Services.

Passed and Adopted by the Board of the SPTC-JPA this 13th day of May, 2024.

Sarah Aquino, Chair

ATTEST:

Jennifer Thiot, Secretary