



COMMISSIONERS

Council Members Representing the City of Placerville

John Clerici, Jackie Neau, Michael Saragosa

Supervisors Representing the County of El Dorado

John Hidahl, Lori Parlin, Wendy Thomas, George Turnboo

Contact the EDCTC: 2828 Easy Street, Placerville, CA, 530.642.5260 www.edctc.org

AGENDA

Regular Meeting

El Dorado County Board of Supervisors' Chambers
330 Fair Lane, Building A, Placerville, CA 95667

Thursday, February 2, 2023, 2:00 PM

(or immediately following the Transit meeting, if after 2:00)

PUBLIC PARTICIPATION PROCEDURES:

The EDCTC Meeting will be open to in-person attendance. In addition, remote teleconference participation is available to Commission members and the public pursuant to the provisions of Government Code section 54953(e) due to the COVID-19 state of emergency proclamation and recommendations for social distancing. Public comment will be open for each agenda item, and citizens may comment virtually through Zoom utilizing the "raise hand" function. If you are participating by phone, please dial *9 to "raise hand". The Secretary to the Commission will call you by the last three digits of your phone number when it is your turn to speak. Your comments must pertain to the subject at hand and are limited to no more than three minutes. By participating in this meeting, you acknowledge that you are being recorded.

If you choose not to observe or listen to the meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 4:00 PM, Monday, January 30 to the Secretary to the Commission dkeffer@edctc.org.

Your comment will be placed into the record and forwarded to the Commissioners. They may or may not be read at the meeting on your behalf.

The El Dorado County Transportation Commission is committed to ensuring that persons with disabilities are provided with the resources to participate in its public meetings. Please contact the Secretary to the Commission if you require accommodation at 530.642.5260 or email edctc@edctc.org.

Se hará todo lo posible para proporcionar un traductor en español o en otro idioma si se solicita. Por favor haga su solicitud dos días completos antes de la reunión. Un traductor del idioma español estará disponible. Por favor llamar el 530.642.65260 para asistencia.

[Webinar Access Link](#)

Webinar ID: 889 1218 5253

Phone: 1-669-219-2599

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

CEREMONIAL MATTERS

ELECTION OF CHAIR AND VICE CHAIR (DELORIA)

REQUESTED ACTION: Elect a Chair and Vice Chair to serve until the first meeting of 2024.

ADOPTION OF AGENDA AND CONSENT CALENDAR

Commissioners or staff may request that an item be removed from the Consent Calendar for discussion. Items requested to be removed from the Consent Calendar shall be removed if approved by the Commission. The Commission will make any necessary additions, deletions, or corrections to the agenda, and determine matters to be added to, or removed from, the Consent Calendar.

CONSENT CALENDAR

1. AB 361 REMOTE TELECONFERENCING (DELORIA)

REQUESTED ACTION: Adopt Resolution 22/23.16 making findings and declaring intent to continue remote or hybrid teleconferencing meetings pursuant to Government Code section 54953(e)(3) as a result of ongoing concerns related to COVID-19 as authorized under Assembly Bill 361.

2. MINUTES FOR THE DECEMBER 1, 2022, COMMISSION MEETING (KEFFER)

REQUESTED ACTION: The Secretary to the Commission requests correction to, or approval of, the Draft Action Minutes for the December 1, 2022, Commission meeting.

3. NOVEMBER THROUGH DECEMBER 2022 CHECK REGISTER (THOMPSON)

REQUESTED ACTION: Receive and file the November through December 2022 Check Register.

4. TRANSPORTATION DEVELOPMENT ACT LOCAL TRANSPORTATION FUND BICYCLE AND PEDESTRIAN FUND CLAIM FROM THE CITY OF PLACERVILLE FOR THE BROADWAY BIKE LANES (THOMPSON)

REQUESTED ACTION: Adopt Resolution 22/23.17 approving a Transportation Development Act Local Transportation Fund Bicycle and Pedestrian Fund claim from the City of Placerville in the amount of \$234,000.00 for construction of the Upper Broadway Bike Lanes from Schnell School Road to Point View Drive.

OPEN FORUM

At this time, any person may comment on any item that is not on the agenda that is within the jurisdiction of the Commission. Please voluntarily state your name for the record. Action will not be taken on any item that is not on the agenda. Items requiring action will be referred to staff and/or placed on the next meeting agenda. Your comments will be limited to no more than three minutes.

BUSINESS ITEMS

5. EXECUTIVE DIRECTOR COMPENSATION (GILLICK)

REQUESTED ACTION: Approve a salary adjustment for the Executive Director from Step 6 to Step 7 and continuation of all existing employee benefits effective December 26, 2022.

6. FISCAL YEAR 2022/23 OVERALL WORK PROGRAM, BUDGET, AND GOALS AND OBJECTIVES, AMENDMENT 2 (THOMPSON)

REQUESTED ACTION: Adopt Resolution 22/23.18, approving Amendment 2 to the Fiscal Year 2022/23 Overall Work Program, Budget, and Goals and Objectives.

7. CALIFORNIA ASSOCIATION OF COUNCILS OF GOVERNMENTS (DELORIA)
REQUESTED ACTION: Designate a voting delegate to represent El Dorado County Transportation Commission on the California Association of Councils of Governments Governing Council. The Commission may choose to reaffirm Commissioner Wendy Thomas or select a new representative.
8. FEDERAL ADVOCACY PROFESSIONAL SERVICES AGREEMENT (DELORIA)
REQUESTED ACTION: Provide direction to the Executive Director with respect to the Federal Advocacy professional services agreement.

INFORMATION ITEM

9. CALTRANS ROAD USER CHARGE PILOT PROJECT (DELORIA)
REQUESTED ACTION: None. This item is for information only.
10. FREEWAY SERVICE PATROL 2022 REPORT (KEFFER)
REQUESTED ACTION: None. This item is for information only.
11. DRAFT STATE ROUTE 49 AMERICAN RIVER CONFLUENCE STUDY (DELORIA)
REQUESTED ACTION: None. This item is for information only.
12. FEDERAL HIGHWAY ADMINISTRATION CORRECTIVE ACTION (DELORIA)
REQUESTED ACTION: None. This item is for information only.

EXECUTIVE DIRECTOR'S REPORT

SOUTH LAKE TAHOE - CALTRANS - COMMISSIONER COMMENTS

ADJOURNMENT

The next regular meeting is scheduled for 2:00 PM on March 2, 2023, at 330 Fair Lane Placerville, California.

CEREMONIAL MATTERS

STAFF REPORT

DATE: FEBRUARY 2, 2023
TO: EL DORADO COUNTY TRANSPORTATION COMMISSION
FROM: WOODROW DELORIA, EXECUTIVE DIRECTOR
SUBJECT: ELECTION OF CHAIR AND VICE CHAIR

REQUESTED ACTION

Elect a Chair and Vice Chair to serve until the first meeting of 2024.

BACKGROUND

In accordance with the Rules and Bylaws of the El Dorado County Transportation Commission, Article II Officers – Section 2.1 “Election of Chairperson and Vice Chairperson, the Chairperson and Vice Chairperson shall be elected at the first meeting of each calendar year.

Chairperson Duties

The Chairperson shall preside and preserve order at all regular and special meetings of the Commission. The Chairperson shall state every question coming before the Commission, announce the decision of the Commission on all subjects, and decide all questions of order without debate, subject to an appeal to the Commission on which a member shall speak but once, the Chairperson having precedence in speaking on question of order. In addition, the Chairperson shall make all Committee appointments with the concurrence of the Commission.

Vice Chairperson Duties

In the absence of the Chairperson, the Vice Chairperson may perform duties and obligations of the office of Chairperson.”

Ad Hoc Committees: The Chair and Vice Chair will represent the Commission on the following Committees: Administrative and Human Resources Committee, Budget Review Committee, and Audit Review Committee.

DISCUSSION

The Rules and Bylaws do not identify a specific rotation for Chair and Vice Chair; however, EDCTC custom is that that the Vice Chair represents the alternate jurisdiction as the Chair. As the 2022 Chair was a representative from El Dorado County, a typical rotation would be to elect a Chair from the City of Placerville.

Approved for Agenda:



Woodrow Deloria, Executive Director

CONSENT CALENDAR**STAFF REPORT**

DATE: FEBRUARY 2, 2023
TO: EL DORADO COUNTY TRANSPORTATION COMMISSION
FROM: WOODROW DELORIA, EXECUTIVE DIRECTOR
SUBJECT: AB 361 REMOTE OR HYBRID TELECONFERENCING

REQUESTED ACTION

Adopt Resolution 22/23.16 (Attachment A) making findings and declaring intent to continue remote or hybrid teleconferencing meetings pursuant to Government Code section 54953(e)(3) as a result of ongoing concerns related to COVID-19 as authorized under Assembly Bill 361.

BACKGROUND

On October 17, 2022, the Governor announced that the COVID-19 State of Emergency will expire on February 28, 2023. Until that time, the Commission may continue to follow the options under the Assembly Bill (AB) 361 pursuant to Government Code section 54953(e)(1)) to hold remote teleconference meetings due to the Governor's State of Emergency Proclamation.

AB 361 modified the provisions of the Ralph M. Brown Act ("the Brown Act") related to holding teleconference meetings during a proclaimed state of emergency when state or local officials have imposed, or recommended measures related to physical distancing which warrant holding meetings remotely.

The modifications to the requirements of the Brown Act related to open public meetings due to the COVID-19 pandemic which continue under AB 361 include the following:

- Waiving the requirement that the notice of each meeting location be provided for those members of the legislative body (board or committee) participating in the meeting;
- Waiving the requirement that each meeting location be accessible to members of the public;
- Waiving the requirement that members of the public be able to address the legislative body (board and committee) at each meeting location;
- Waiving the requirement that agencies post agendas at all meeting locations; and
- Waiving the requirement that at least a quorum of the legislative body (board and committee) participate from locations within the boundaries of the territory over which they exercise jurisdiction.

DISCUSSION

If the Commission desires to continue to meet utilizing virtual or hybrid meeting rules, AB 361 requires an ongoing finding every 30 days that the Commission has reconsidered the circumstances of the state of emergency and that state or local officials continue to recommend measures to promote social distancing. Gov. Code 54953(e)(3).

While many of the provisions related to COVID-19 have been eliminated, there remains a risk of COVID-19 infection and state and local health recommendations related to COVID-19 remain in place. State regulations continue to impose or recommend measures to promote social distancing and the County of El Dorado Public Health Officer's September 30, 2021 recommendations related to AB 361 meetings remain in place. Offering hybrid meetings allows Commission members, staff, and the public to participate in these public meetings remotely when they unexpectedly don't feel well on the

day of the meetings. Remote meetings allow participants to comply with state and local requirements to isolate when a person is experiencing COVID-19 symptoms. Conditions continue to exist that warrant remote teleconference meetings.

Commission staff will eliminate the AB 361 teleconference meeting procedures upon expiration of the Governor's State of Emergency Proclamation at the end of February.

The Commission's next meeting on March 2, 2023, will be in person due to the expiration of the Governor's Emergency Proclamation. The Commission, staff and the public should plan future Commission meetings to be held in person only.

Approved for Agenda:



Woodrow Deloria, Executive Director

Attachment: A) EDCTC Resolution 22/23.16



2828 Easy Street, Suite 1, Placerville, CA 95667 www.edctc.org 530.642.5260

Councilmembers Representing City of Placerville: John Clerici, Jackie Neau, Michael Saragosa

Supervisors Representing El Dorado County: John Hidahl, Lori Parlin, Wendy Thomas, George Turnboo

RESOLUTION 22/23.16

RESOLUTION OF THE EL DORADO COUNTY TRANSPORTATION COMMISSION REGARDING THE RALPH M. BROWN ACT AND PROVISIONS UNDER AB 361 MAKING FINDINGS AND DECLARING TO CONTINUE REMOTE OR HYBRID TELECONFERENCE MEETINGS PURSUANT TO GOVERNMENT CODE 54953(e) DURING THE ONGOING COVID-19 PANDEMIC STATE OF EMERGENCY DECLARED BY GOVERNOR NEWSOM

WHEREAS, pursuant to California Government Code, Title 7.95, Section 67950, the El Dorado County Transportation Commission (EDCTC) was created as a local planning agency to provide regional transportation planning for the area of El Dorado County, exclusive of the Lake Tahoe Basin; and

WHEREAS, California Government Code Section 29532.1(g) identifies EDCTC as the designated Regional Transportation Planning Agency (RTPA) for El Dorado County, exclusive of the Lake Tahoe Basin; and is responsible for the planning, allocating and/or programming of funds and administration of the Transportation Development Act of 1971 (TDA), as amended thereafter; and

WHEREAS, On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic; and

WHEREAS, the proclaimed state of emergency remains in effect; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 that suspended the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), provided certain requirements were met and followed; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21 that clarified the suspension of the teleconferencing rules set forth in the Brown Act, and further provided that those provisions would remain suspended through September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 that permits a legislative body subject to the Brown Act to continue to meet under abbreviated teleconference procedures until January 1, 2024; and

WHEREAS, on September 30, 2021, the El Dorado County Public Health Officer released "Recommendations for Safe Board and Commission Meetings During COVID-19 Pandemic" supporting compliance with AB 361; and

WHEREAS, EDCTC has an important governmental interest in protecting the health, safety, and welfare of those who participate in meetings of EDCTC's legislative body subject to the Brown Act; and

WHEREAS, as a consequence of the emergency related to COVID-19, to allow for physical distancing and remote meeting attendance, the Commission intends to continue to invoke the provisions of AB 361 as provided in Government Code section 54953, subd. (e) and such meetings of

the Agency shall comply with the requirements to provide the Commission members and the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953.

NOW THEREFORE, BE IT RESOLVED, by the El Dorado County Transportation Commission as follows:

1. The foregoing recitals are true and correct.
2. The meetings of the Commission, including this meeting, may be held with relaxed teleconference rules pursuant to the provisions of subdivision (e) of Government Code section 54953 due to the impacts of COVID-19, the Governor’s state of emergency proclamation, and state and local recommendations.
3. EDCTC Commissioners hereby consider the current conditions of the state of emergency and the state and local recommendations and regulations related the social distancing and reauthorizes remote or hybrid teleconference meetings.
4. Staff is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings of the Commission in accordance with subdivision (e) of the Government Code section 54953 and other applicable provision of the Brown Act for remote or hybrid teleconference meetings.

PASSED AND ADOPTED, by the El Dorado County Transportation Commission on February 2, 2023, by the following vote:

Vote pending

Attest:

, Chairperson

Dana Keffer, Secretary to the Commission

CONSENT CALENDAR

STAFF REPORT

DATE: FEBRUARY 2, 2023
TO: EL DORADO COUNTY TRANSPORTATION COMMISSION
FROM: DANA KEFFER, EXECUTIVE ASSISTANT/SECRETARY TO THE COMMISSION
SUBJECT: DECEMBER 1, 2022, COMMISSION MEETING

REQUESTED ACTION: The Secretary to the Commission requests correction to, or approval of, the Draft Action Minutes for the December 1, 2022, Commission meeting.

Approved for Agenda:



Woodrow Deloria, Executive Director

Attachment: December 1, 2022, Minutes



2828 Easy Street, Suite 1, Placerville, CA 95667 www.edctc.org 530.642.5260

Councilmembers Representing City of Placerville: Patty Borelli, Kara Taylor, Dennis Thomas
Supervisors Representing El Dorado County: John Hidahl, Lori Parlin, Wendy Thomas, George Turnboo
Woodrow Deloria, Executive Director

ACTION MINUTES

Regular Meeting, Thursday, December 1, 2022, 2:00 PM

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Chair Hidahl called the meeting to order at 2:00 PM and led the Pledge of Allegiance.

ATTENDANCE: Chair Hidahl, Vice Chair D. Thomas, Commissioners Borelli, Neau, W. Thomas, Turnboo, South Lake Tahoe Ex Officio Bass, and Caltrans Ex Officio Alex Fong. ABSENT: Commissioner Parlin

ADOPTION OF AGENDA AND CONSENT CALENDAR

There was no public comment.

ACTION: Vice Chair D. Thomas made a motion to adopt the agenda and to approve or adopt items 1-6 on the Consent Calendar. The motion was seconded by Commissioner Borelli which carried as follows:

MOTION/SECONDED: D. Thomas/Borelli

AYES: Borelli, Hidahl, Neau, D. Thomas, W. Thomas, Turnboo

ABSTAIN: None

NOES: None

ABSENT: Parlin

1. AB 361 REMOTE TELECONFERENCING

REQUESTED ACTION: Adopt Resolution 22/23.14 making findings and declaring intent to continue remote or hybrid teleconferencing meetings pursuant to Government Code section 54953(e)(3) as a result of ongoing concerns related to COVID-19 as authorized under Assembly Bill 361.

2. MINUTES FOR THE OCTOBER 6, 2022, COMMISSION MEETING

REQUESTED ACTION: The Secretary to the Commission requests correction to, or approval of, the Draft Action Minutes for the October 6, 2022, Commission meeting.

3. SEPTEMBER THROUGH OCTOBER 2022 CHECK REGISTER

REQUESTED ACTION: Receive and file the September through October 2022 Check Register.

4. 2023 COMMISSION MEETING CALENDAR

REQUESTED ACTION: Consider and adopt the meeting calendar for 2023 and cancel the July 6 meeting.

5. DESIGNATE A REPRESENTATIVE FOR THE 2023 CAP-TO-CAP ADVOCACY EFFORT

REQUESTED ACTION: Designate the Executive Director to represent El Dorado County Transportation Commission at the 2023 Cap-to-Cap advocacy effort, in Washington D.C., scheduled for April 22 through April 26, 2023.

6. OVERALL WORK PROGRAM VS. ACTUAL COMPARISON FISCAL YEAR 2022/23 REPORT

REQUESTED ACTION: Receive and file the Overall Work Program Budget vs. Actual Comparison Fiscal Year 2022/23 July – September Report.

REQUESTED ACTION: Adopt Resolution 22/23.12 approving the Transportation Development Act Fiscal Year 2022/23 Apportionment and Allocation for Local Transportation Funds, Revised State Transit Assistance Funds, and Revised State of Good Repair Funds.

OPEN FORUM

There was no public comment.

BUSINESS ITEMS**7. FISCAL YEAR 2022/23 OVERALL WORK PROGRAM, BUDGET, AND GOALS AND OBJECTIVES, AMENDMENT 1**

REQUESTED ACTION: Adopt Resolution 22/23.15 approving Amendment 1 to the Fiscal Year 2022/23 Overall Work Program, Budget, and Goals and Objectives.

There was no public comment.

ACTION: Commissioner W. Thomas made a motion to authorize the requested action as stated. The motion was seconded by Commissioner Borelli which carried as follows:

MOTION/SECOND: W. Thomas/Borelli

AYES: Borelli, Hidahl, Neau, D. Thomas, W. Thomas, Turnboo

ABSTAIN: None

NOES: None

ABSENT: Parlin

South Lake Tahoe Ex Officio Bass left the meeting at 2:45pm.

8. FISCAL YEAR 2021/22 AUDIT REPORTS

REQUESTED ACTION: Receive and file the Fiscal Year 2021/22 Audit Reports.

There was no public comment.

ACTION: Commissioner Borelli made a motion to authorize the requested action as stated. The motion was seconded by Vice Chair D. Thomas which carried as follows:

MOTION/SECOND: Borelli/D. Thomas

AYES: Borelli, Hidahl, Neau, D. Thomas, W. Thomas, Turnboo

ABSTAIN: None

NOES: None

ABSENT: Parlin

INFORMATION ITEMS**9. FEDERAL HIGHWAY ADMINISTRATION CORRECTIVE ACTION**

REQUESTED ACTION: None. This item is for information only.

There was no public comment.

10. US 50 CORRIDOR TRIP TO GREEN DRAFT ENGAGEMENT SUMMARY, PUBLIC WORKSHOPS, US 50 REVENUE ALTERNATIVES DRAFT MEMO
REQUESTED ACTION: None. This item is for information only.

Public comment received from Dave Warren, Assistant City Manager, with the City of Placerville.

Commissioner Turnboo left the meeting at 3:27pm.

11. ASSEMBLY BILL 2449: NEW LEGISLATION REGARDING TELECONFERENCING
REQUESTED ACTION: Provide staff direction regarding future Commission meeting participation options including continuing to provide AB 361 findings through February 2023; use of AB 2449 “just cause” and “emergency circumstances” for unexpected remote participation after January 1, 2023; and following traditional Brown Act teleconference meeting requirements with notice on the agenda of public teleconference meeting locations.

Staff were directed to continue remote, or hybrid teleconferencing meetings as outlined in Assembly Bill AB 361 through February 28, 2023.

EXECUTIVE DIRECTOR'S REPORT

SOUTH LAKE TAHOE - CALTRANS – COMMISSIONER COMMENTS

Commissioner Turnboo returned to the meeting at 4:07pm.

CEREMONIAL MATTERS

12. PRESENTATION TO CHAIR AND OUTGOING COMMISSIONERS
A Certificate of Appreciation will be presented to Chair John Hidahl as Chairperson of 2022, outgoing Commissioner and Vice Chairperson Dennis Thomas, and Commissioners Patty Borelli and Kara Taylor.

This item was heard after the adoption of the Agenda and Consent Calendar as directed by Chair Hidahl.

Public comment received by Joni Rice.

RECESS TO CONFIDENTIAL CLOSED SESSION

The Commission recessed to Closed Session at 4:10pm

13. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PUBLIC EMPLOYEE PERFORMANCE EVALUATION: EXECUTIVE DIRECTOR

There was no public comment

14. PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH LABOR NEGOTIATOR:
COMMISSION DESIGNATED REPRESENTATIVE: COMMISSION CHAIR, UNREPRESENTED EMPLOYEE:
EXECUTIVE DIRECTOR

There was no public comment

RECONVENE TO OPEN SESSION AND CONFIDENTIAL CLOSED SESSION REPORTS

The Commission reconvened to Open Session at 4:51. There was no action reported.

ADJOURNMENT

The meeting was adjourned at 4:52pm.

The next regular meeting is scheduled for 2:00 PM on February 2, 2023, at 330 Fair Lane Placerville, California.

CONSENT CALENDAR

STAFF REPORT

DATE: FEBRUARY 2, 2023
TO: EL DORADO COUNTY TRANSPORTATION COMMISSION
FROM: KAREN THOMPSON, ADMINISTRATIVE SERVICES OFFICER
SUBJECT: NOVEMBER THROUGH DECEMBER 2022 CHECK REGISTER

REQUESTED ACTION

Receive and file the November through December 2022 Check Register (Attachment A).

BACKGROUND AND DISCUSSION

The attached check listing includes thirteen payments that merit further explanation:

- Dudek*..... \$4,991.25
Professional services for the Regional Transportation Plan 2020-2040 Environmental Impact Report Addendum for the Bass Lake at Bridlewood Drive Roundabout Project, Work Element 200. This contract was approved on August 10, 2022, by the EDCTC Executive Director.
- AIM Consulting* \$4,857.16
- AIM Consulting* \$8,249.87
October through November 2022 professional services for the Public Outreach for Trip to Green, Work Element 253. The contract was approved at the June 3, 2021, EDCTC meeting.
- CalPERS Retirement System* \$20,000.00
Additional payment to the CalPERS retirement unfunded liability. This payment was included in the Overall Work Program, Budget, and Goals and Objectives approved at the May 5, 2022, EDCTC meeting.
- Extreme Towing*..... \$13,462.65
- Extreme Towing*..... \$12,107.19
October through November 2022 professional services for the Freeway Service Patrol Program, Work Element 130. The contract with Extreme Towing was approved at the May 6, 2021, EDCTC meeting.
- Wood Rodgers*..... \$860.04
- Wood Rodgers*..... \$2,860.26
October through November 2022 professional services for the 50 Corridor System User Analysis, Investment Strategy, and Access Control Action Plan, Work Element 253. This contract was approved at the December 3, 2020, EDCTC meeting.
- DKS Associates*..... \$17,419.41
October 2022 professional services for the Wildfire Evacuation Preparedness Plan, Work Element 265. The contract was approved at the March 3, 2022, EDCTC meeting.
- Richardson & Company, Inc.* \$33,100.00
Professional services for the FY 2021/22 annual fiscal audit for EDCTC and El Dorado County Transit Authority including the Transportation Development Act Local Transportation Funds. This contract was approved at the March 7, 2019, EDCTC meeting.

DKS Associates..... \$12,257.29
October 2022 professional services for the State Route (SR 49) Confluence Study, Work Element 259. The contract was approved at the September 2, 2021, EDCTC meeting.

David Turch & Associates..... \$10,834.00
October through November 2022 Federal advocacy services, Work Element 410. This contract was approved at the April 2, 2020, EDCTC meeting.

CalPERS Retirement System \$30,000.00
Deposit into EDCTC's CalPERS California Employer's Pension Prefunding Trust (CEPPT) account. The FY 2022/23 budget included funding for the initial deposit into this account. The funds in the CEPPT account can be used to pay down the unfunded liability or be used for future pension obligations. The resolution to open and fund the Trust was approved June 3, 2021.

Approved for Agenda:



Woodrow Deloria, Executive Director

Attachment A: November - December 2022 Check Register

**El Dorado County Transportation Commission
Check Register
November - December 2022**

Date	Name	Payment	Memo
11/01/2022	Airespring	660.37	November 2022 Fiber Optic Internet
11/01/2022	Ameritas Life Insurance Corp.	529.80	November 2022 Dental
11/01/2022	Ameritas Life Insurance Corp.	78.88	November 2022 Vision
11/01/2022	Benefit Coordinators Corporation	227.97	November 2022 Life/Disability Premiums
11/01/2022	CalPERS Health	7,545.01	November 2022 Health Premiums
11/01/2022	De Lage Landen Financial Services	203.78	November 2022 Copy Machine Lease Payment
11/01/2022	RTS IT, Inc.	738.00	November 2022 ITCare Silver Service Plan
11/02/2022	CalPERS Retirement System	3,550.97	November 2022 Contribution #1
11/02/2022	CalPERS Retirement System	390.67	November 2022 PEPRA Contribution #1
11/07/2022	Cardmember Service - Visa DK	336.61	October ADA Website, Office Phones and Misc Office Expense
11/07/2022	Cardmember Service - Visa KT	131.23	Zoom Webinars, October Office Expenses
11/07/2022	Century Building Maintenance	450.00	October 2022 Building Maintenance
11/07/2022	Dudek	4,991.25	* RTP EIR Addendum
11/07/2022	Roberts & Company, Inc.	25.00	October 2022 Accounting Oversight
11/15/2022	AIM Consulting, Inc.	4,857.16	* October 2022 Public Outreach Trip to Green
11/15/2022	CalPERS	20,000.00	* Additional Payment Unfunded Liability
11/15/2022	Extreme Towing	13,462.65	* October 2022 Freeway Service Patrol
11/15/2022	Wood Rodgers	860.04	* October 2022 US 50 Corridor System User Analysis
11/16/2022	CalPERS Retirement System	3,550.97	November 2022 Contribution #2
11/16/2022	CalPERS Retirement System	390.67	November 2022 PEPRA Contribution #2
11/21/2022	DKS Associates	17,419.41	* October 2022 Wildfire Evac Preparedness
11/21/2022	PG&E	343.25	October 2022 Utilities
11/21/2022	Richardson & Company, LLP	33,100.00	* FY 2021/22 Fiscal Audits EDCTC and Transit
11/21/2022	Sloan Sakai Yeung & Wong LLP	3,838.75	October 2022 Legal Services
11/22/2022	Umpqua Bank	72.46	October 2022 Analyzed Checking Fee
11/28/2022	De Lage Landen Financial Services	203.78	December 2022 Copy Machine Lease Payment
11/28/2022	DKS Associates	12,257.29	* October 2022 SR 49 Confluence Study
11/28/2022	Sharon Petersen	4,517.00	December 2022 Office Rent
11/30/2022	CalPERS Retirement System	3,550.97	November 2022 Contribution #3
11/30/2022	CalPERS Retirement System	390.67	November 2022 PEPRA Contribution #3
12/01/2022	Ameritas Life Insurance Corp.	529.80	December 2022 Dental
12/01/2022	Ameritas Life Insurance Corp.	78.88	December 2022 Vision
12/01/2022	Benefit Coordinators Corporation	227.97	December 2022 Life/Disability Premiums
12/01/2022	CalPERS Health	7,545.01	December 2022 Health Premiums
12/01/2022	RTS IT, Inc.	738.00	December 2022 ITCare Silver Service Plan
12/05/2022	Airespring	660.37	December 2022 Fiber Optic Internet
12/05/2022	Century Building Maintenance	450.00	November 2022 Building Maintenance
12/05/2022	David Turch and Associates	10,834.00	* October-November 2022 Federal Advocacy
12/12/2022	AIM Consulting, Inc.	8,249.87	* November 2022 Public Outreach Trip to Green
12/12/2022	Cardmember Service - Visa DK	590.84	November ADA Website, Office Phones and Misc Office Expense
12/12/2022	Cardmember Service - Visa KT	120.55	Zoom Webinars, October Office Expenses
12/12/2022	Extreme Towing	12,107.19	* November 2022 Freeway Service Patrol
12/12/2022	JS West Propane Gas	136.62	November 2022 Propane
12/12/2022	Roberts & Company, Inc.	440.00	November 2022 Accounting Oversight
12/14/2022	CalPERS Retirement System	3,550.97	December 2022 Contribution #1
12/14/2022	CalPERS Retirement System	390.67	December 2022 PEPRA Contribution #1
12/16/2022	CalPERS Retirement System	30,000.00	* 2022/23 CEPPT Deposit
12/20/2022	Umpqua Bank	72.94	November 2022 Analyzed Checking Fee
12/27/2022	PG&E	317.75	November 2022 Utilities
12/27/2022	Sloan Sakai Yeung & Wong LLP	1,811.14	November 2022 Legal Services
12/28/2022	CalPERS Retirement System	3,550.97	December 2022 Contribution #2
12/28/2022	CalPERS Retirement System	390.67	December 2022 PEPRA Contribution #2
12/28/2022	RTS IT, Inc.	336.00	Anti-Virus & Anti Malware software
12/30/2022	Sharon Petersen	4,517.00	January 2023 Office Rent
12/30/2022	Wood Rodgers	2,860.26	* November 2022 US 50 Corridor System User Analysis
	Total	<u><u>229,182.08</u></u>	

CONSENT CALENDAR**STAFF REPORT**

DATE: FEBRUARY 2, 2023
TO: EL DORADO COUNTY TRANSPORTATION COMMISSION
FROM: KAREN THOMPSON, ADMINISTRATIVE SERVICES OFFICER
SUBJECT: TRANSPORTATION DEVELOPMENT ACT LOCAL TRANSPORTATION FUND
BICYCLE AND PEDESTRIAN FUND CLAIM FROM THE CITY OF PLACERVILLE
FOR THE BROADWAY BIKE LANES

REQUESTED ACTION

Adopt Resolution 22/23.17 (Attachment A) approving a Transportation Development Act (TDA) Local Transportation Fund (LTF) Bicycle and Pedestrian Fund claim from the City of Placerville in the amount of \$234,000.00 for construction of the Upper Broadway Bike Lanes from Schnell School Road to Point View Drive (Attachment B).

BACKGROUND

In accordance with TDA Statute 99234(a), claims for facilities provided for the exclusive use of bicycles and pedestrians shall be filed according to the rules and regulations adopted by the transportation planning agency. The City of Placerville's request meets the criteria of the adopted guidelines.

DISCUSSION

On June 1, 2017, the Commission adopted Resolution 16/17.25 (Attachment C), programming \$234,000.00 in TDA/LTF Bicycle and Pedestrian funds as additional funding to construct the Upper Broadway Bike Lanes from Schnell School Road to Point View Drive.

The City of Placerville submitted a claim on January 5, 2023, requesting reimbursement of \$234,000.00 for this project.

Payment of the attached claim will be made by the El Dorado County Auditor-Controller's office from the TDA/LTF Bicycle and Pedestrian fund.

Approved for Agenda:



Woodrow Deloria, Executive Director

Attachments: A) EDCTC Resolution 22/23.17
B) City of Placerville LTF Bicycle and Pedestrian Claim
C) EDCTC Resolution 16/17.25



2828 Easy Street, Suite 1, Placerville, CA 95667 www.edctc.org 530.642.5260

Councilmembers Representing City of Placerville: John Clerici, Jackie Neau, Michael Saragosa

Supervisors Representing El Dorado County: John Hidahl, Lori Parlin, Wendy Thomas, George Turnboo

RESOLUTION 22/23.17

**RESOLUTION OF THE EL DORADO COUNTY TRANSPORTATION COMMISSION
APPROVING A TRANSPORTATION DEVELOPMENT ACT LOCAL TRANSPORTATION FUND
BICYCLE AND PEDESTRIAN FUND CLAIM FROM THE CITY OF PLACERVILLE**

WHEREAS, pursuant to California Government Code, Title 7.95, Section 67950, the El Dorado County Transportation Commission (EDCTC) was created as a local planning agency to provide regional transportation planning for the area of El Dorado County, exclusive of the Lake Tahoe Basin; and

WHEREAS, California Government Code Section 29532.1(g) identifies EDCTC as the designated regional transportation planning agency for El Dorado County, exclusive of the Lake Tahoe Basin; and is responsible for the planning, allocating and/or programming of funds; and

WHEREAS, in accordance with Transportation Development Act (TDA) Statute 99233.3, EDCTC has the option to apportion up to two percent of the remaining Local Transportation Fund (after allocation of administration and planning funds) for facilities provided for the exclusive use of bicycles and pedestrians; and

WHEREAS, in accordance with TDA Statute 99234(a), EDCTC has adopted programming guidelines and a claims process for use of Local Transportation Fund (LTF) Bicycle and Pedestrian Funds; and

WHEREAS, EDCTC programmed TDA/LTF Bicycle and Pedestrian Funds on June 1, 2017 in the amount of \$234,000.00 to the City of Placerville for funding needed to construct the Upper Broadway Bike Lanes from Schnell School Road to Point View Drive; and

WHEREAS, the City of Placerville submitted a reimbursement claim in the amount of \$234,000.00.

NOW THEREFORE, BE IT RESOLVED, that EDCTC approved an apportionment of TDA/LTF Bicycle and Pedestrian Funds to the City of Placerville and EDCTC approves and authorizes payment to the City of Placerville for said project in the amount of \$234,000.00. Payment will be made by the El Dorado County Auditor-Controller's office from the TDA/LTF Bicycle and Pedestrian Fund.

PASSED AND ADOPTED, by the El Dorado County Transportation Commission at their regular meeting on February 2, 2023 by the following vote:

Vote Pending

Attest:

, Chairperson

Dana Keffer, Secretary to the Commission

TDA/LTF ARTICLE 3 BIKE/PEDESTRIAN FUNDING CLAIM FORM

Date:	January 5, 2023
Claimant:	City of Placerville
Address:	3101 Center Street
Contact:	Dave Warren
Telephone:	530.642.5556
E-mail:	dwarren@cityofplacerville.org

Total Claim Amount:	\$234,000
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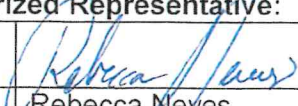
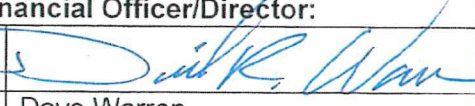
Claimant Authorization to File Claim (copy attached):			
Resolution No.:	8730	Approval Date:	04/09/19

EDCTC Authorization for Programming (copy attached):			
Resolution No.:	16/17.25	Approval Date:	06/01/17

	Name of Project(s) to be funded with this claim (project summary detail to be attached)	Amount of Funds to be used for Project(s)
1)	Upper Broadway Bike Lanes-Schnell School Road to Point View Drive (CIP #41508)	\$234,000.00
2)		
3)		

If the undersigned claimant refuses to use funds received hereunder in accordance with the EDCTC guidelines for administration of Transportation Development Act Local Transportation Fund Article 3 pedestrian and bicycle funding, adopted September 2007 (attached), the claimant agrees to return the funds back to the EDCTC promptly.

By signing this claim form, I certify that the completed project(s) is/are consistent with the original request, guidelines and programming action taken by EDCTC. Further, the Chief Financial Officer/Director of the claimant agency certifies that the financial information contained herein is reasonable and accurate to the best of his/her knowledge.

Authorized Representative:		Chief Financial Officer/Director:	
By:		By:	
Name:	Rebecca Neves	Name:	Dave Warren
Title:	City Engineer	Title:	Director of Finance
Date:	01/05/23	Date:	01/05/23

EDCTC Use Only:			
Resolution No. Approving Claim:		Date of Approval:	



2828 Easy Street, Suite 1, Placerville, CA 95667 www.edctc.org 530.642.5260

Councilmembers Representing City of Placerville: Patty Borelli, John Clerici, Wendy Thomas

Supervisors Representing El Dorado County: Shiva Frentzen, John Hidahl, Mike Ranalli, Brian Veerkamp

RESOLUTION 16/17.25

RESOLUTION OF THE EL DORADO COUNTY TRANSPORTATION COMMISSION PROGRAMMING TRANSPORTATION DEVELOPMENT ACT LOCAL TRANSPORTATION FUND BICYCLE AND PEDESTRIAN FUNDS FOR UPPER BROADWAY BIKE LANES PROJECT TO THE CITY OF PLACERVILLE

WHEREAS, pursuant to California Government Code, Title 7.95, Section 67950, the El Dorado County Transportation Commission (EDCTC) was created as a local planning agency to provide regional transportation planning for the area of El Dorado County, exclusive of the Lake Tahoe Basin; and

WHEREAS, California Government Code Section 29532.1(g) identifies EDCTC as the designated regional transportation planning agency for El Dorado County, exclusive of the Lake Tahoe Basin; and is responsible for the planning, allocating and/or programming of funds; and

WHEREAS, EDCTC is responsible for the administration of funds available under the Transportation Development Act (TDA); and

WHEREAS, EDCTC has accumulated unprogrammed TDA Article 3 Local Transportation Funds (LTF) available for Bicycle and Pedestrian projects; and

WHEREAS, in accordance with TDA Statute 99234(a), EDCTC has adopted programming guidelines for use of local bicycle and pedestrian funds; and

WHEREAS, consistent with EDCTC programming guidelines local bicycle and pedestrian funds may be used to augment ongoing construction projects that require additional funding for bicycle, pedestrian facilities or signage; and

WHEREAS, the City of Placerville has identified a funding need of \$234,000 to fully fund the construction of Upper Broadway Bike Lanes Project; and

NOW THEREFORE, BE IT RESOLVED, that EDCTC has approved the programming of TDA/LTF bicycle and pedestrian funds in the amount of \$234,000 to the City of Placerville to fully fund Upper Broadway Bike Lanes Project in the City of Placerville. The reimbursement of TDA/LTF funds for this project will be contingent on the submittal of invoices to close-out previously programmed and completed projects.

PASSED AND ADOPTED, by the El Dorado County Transportation Commission at their regular meeting on June 1, 2017 by the following vote:

AYES: Borelli, Frentzen, Hidahl, Ranalli, Thomas, Veerkamp
 NOES: None
 ABSTAIN: None
 ABSENT: Clerici


 Patty Borelli, Chairperson

Attest:


 Joni G. Rice, Secretary to the Commission

BUSINESS ITEM**STAFF REPORT**

DATE: FEBRUARY 2, 2023
TO: EL DORADO COUNTY TRANSPORTATION COMMISSION
FROM: DEEANNE GILLICK, GENERAL COUNSEL
SUBJECT: EXECUTIVE DIRECTOR COMPENSATION

REQUESTED ACTION

Approve a salary adjustment for the Executive Director from Step 6 to Step 7 and continuation of all existing employee benefits effective December 26, 2022.

DISCUSSION

Director Deloria has served as the Executive Director of the El Dorado County Transportation Commission (EDCTC) since January 1, 2017, for a total of six years and has been employed by the EDCTC since July of 2008. Director Deloria has served at step six of the salary schedule since December 2021. In order to perform the evaluation of Director Deloria, Chair Hidahl requested that EDCTC utilize El Dorado County's 360 performance evaluation process. This process was executed with the aid of El Dorado County Human Resources and facilitated by Chair Hidahl. The Commission held a closed session related to Director Deloria's evaluation on December 1, 2022. Due to a favorable performance evaluation, it is recommended that Director Deloria receive a step increase salary adjustment to Step 7 effective December 26, 2022 and continue to receive all existing EDCTC employee benefits consistent with EDCTC policies.

Approved for Agenda:

Commissioner John Hidahl

Attachment A: 2022/2023 EDCTC Overall Work Program Salary Schedule

EI Dorado County Transportation Commission
FY 2022/23 Final Overall Work Program and Budget
Salary Schedule/Personnel Allocation Table

Hourly Salary Range							
Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Executive Assistant	28.19	29.58	31.07	32.62	34.26	35.97	37.76
Administrative Services Officer	39.96	41.96	44.06	46.26	48.57	51.00	53.55
Assistant Transportation Planner	31.49	33.05	34.71	36.44	38.26	40.18	42.18
Associate Transportation Planner	36.31	38.12	40.03	42.02	44.14	46.33	48.65
Senior Transportation Planner	42.26	44.37	46.59	48.92	51.36	53.94	56.64
Executive Director	63.70	66.89	70.23	73.74	77.43	81.30	85.37

Monthly Salary Range							
Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Executive Assistant	4,886.27	5,127.20	5,385.47	5,654.13	5,938.40	6,234.80	6,545.07
Administrative Services Officer	6,926.40	7,273.07	7,637.07	8,018.40	8,418.80	8,840.00	9,282.00
Assistant Transportation Planner	5,458.27	5,728.67	6,016.40	6,316.27	6,631.73	6,964.53	7,311.20
Associate Transportation Planner	6,293.73	6,607.47	6,938.53	7,283.47	7,650.93	8,030.53	8,432.67
Senior Transportation Planner	7,325.07	7,690.80	8,075.60	8,479.47	8,902.40	9,349.60	9,817.60
Executive Director	11,041.33	11,594.27	12,173.20	12,781.60	13,421.20	14,092.00	14,797.47

Annual Salary Range							
Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Executive Assistant	58,635	61,526	64,626	67,850	71,261	74,818	78,541
Administrative Services Officer	83,117	87,277	91,645	96,221	101,026	106,080	111,384
Assistant Transportation Planner	65,499	68,744	72,197	75,795	79,581	83,574	87,734
Associate Transportation Planner	75,525	79,290	83,262	87,402	91,811	96,366	101,192
Senior Transportation Planner	87,901	92,290	96,907	101,754	106,829	112,195	117,811
Executive Director	132,496	139,131	146,078	153,379	161,054	169,104	177,570

BUSINESS ITEM**STAFF REPORT**

DATE: FEBRUARY 2, 2023
TO: EL DORADO COUNTY TRANSPORTATION COMMISSION
FROM: KAREN THOMPSON, ADMINISTRATIVE SERVICES OFFICER
SUBJECT: FISCAL YEAR 2022/23 OVERALL WORK PROGRAM, BUDGET,
AND GOALS AND OBJECTIVES, AMENDMENT 2

REQUESTED ACTION

Adopt Resolution 22/23.18 (Attachment A), approving Amendment 2 to the Fiscal Year (FY) 2022/23 Overall Work Program, Budget, and Goals and Objectives (Attachment B).

BACKGROUND

The Overall Work Program (OWP) and Budget is the work plan for El Dorado County Transportation Commission (EDCTC), and it identifies the work activities and budget by work element for the upcoming fiscal year.

DISCUSSION

The Final OWP was approved at the May 5, 2022, Commission meeting and Amendment 1 was approved at the December 5, 2022 Commission meeting. Amendment 1 changed the grant funded Work Elements (WE) 253, 259 and 265 from estimated balances to the approved carry over balances.

Amendment 2 includes the following changes:

1. Grant funding and professional services were increased \$75,000 for additional public outreach for the Greater Placerville Wildfire Evacuation Preparedness, Community Safety and Resiliency Plan. An amendment to the OWP is required when additional grant funding is received. EDCTC was awarded a FY 2022/23 State Highway Account grant in the amount of \$75,000.
2. Pension benefits were increased for an additional deposit of \$20,000 to be added to the California Employers' Pension Prefunding Trust (CEPPT). The account was approved at the June 3, 2021 Commission meeting to be opened with \$50,000. An initial deposit of \$30,000 was added to the trust and Amendment 2 adds the remaining \$20,000 to be deposited into the trust account. The funds in this trust account can be used to pay the unfunded balance or future pension contributions.
3. Staff time between work elements was adjusted based on actual expenditures year to date.

The total amount of Amendment 2 to the FY 2022/23 OWP and Budget is \$2,013,323.30.

Approved for Agenda:



Woodrow Deloria, Executive Director

Attachments: A) EDCTC Resolution 22/23.18
B) FY 2022/23 Overall Work Program, Budget, and Goals and Objectives, Amendment 2
(provided under separate cover)



2828 Easy Street, Suite 1, Placerville, CA 95667 www.edctc.org 530.642.5260

Councilmembers Representing City of Placerville: John Clerici, Jackie Neau, Michael Saragosa

Supervisors Representing El Dorado County: John Hidahl, Lori Parlin, Wendy Thomas, George Turnbo

RESOLUTION 22/23.18

RESOLUTION OF THE EL DORADO COUNTY TRANSPORTATION COMMISSION APPROVING FISCAL YEAR 2022/23 OVERALL WORK PROGRAM, BUDGET, AND GOALS AND OBJECTIVES, AMENDMENT 2

WHEREAS, pursuant to California Government Code, Title 7.95, Section 67950, the El Dorado County Transportation Commission (EDCTC) was created as a local planning agency to provide regional transportation planning for the area of El Dorado County, exclusive of the Lake Tahoe Basin; and

WHEREAS, California Government Code Section 29532.1(g) identifies EDCTC as the designated regional transportation planning agency for El Dorado County, exclusive of the Lake Tahoe Basin; and is responsible for the planning, allocating and/or programming of funds; and

WHEREAS, the Fiscal Year (FY) 2022/23 Overall Work Program, Budget and Goals and Objectives (OWP) is the primary management tool for the El Dorado County Transportation Commission, identifies the activities and a schedule of work for regional transportation planning in El Dorado County, and is a requirement of the Memorandum of Understanding between the El Dorado County Transportation Commission and Caltrans; and

WHEREAS, the Draft OWP was presented at the March 3, 2022, Commission meeting; and

WHEREAS, the Final OWP was approved at the May 5, 2022, Commission meeting; and

WHEREAS, Amendment 1 was approved at the December 1, 2022, Commission meeting adding the approved grant carry over balances from FY 2021/22; and

WHEREAS, a FY 2022/23 State Highway Account (SHA) grant was awarded to EDCTC for additional public outreach for Work Element 265 the Greater Placerville Wildfire Evacuation Preparedness, Community Safety and Resiliency Plan. Amendment 2 adds the SHA funding and professional services for the public outreach. Amendment 2 also adds a deposit to the CalPERS California Employers' Pension Prefunding Trust and staff time between work elements was adjusted based on actual expenditures to date.

NOW, THEREFORE, BE IT RESOLVED, that the El Dorado County Transportation Commission hereby approves Amendment 2 to the FY 2022/23 Overall Work Program, Budget, Goals and Objectives with a total budget of \$2,013,323.30.

PASSED AND APPROVED by the El Dorado County Transportation Commission governing body at the regular meeting held on February 2, 2023, by the following vote:

Vote Pending

Attest:

, Chairperson

Dana Keffer, Secretary to the Commission

BUSINESS ITEM**STAFF REPORT**

DATE: FEBRUARY 2, 2023
TO: EL DORADO COUNTY TRANSPORTATION COMMISSION
FROM: WOODROW DELORIA, EXECUTIVE DIRECTOR
SUBJECT: CALIFORNIA ASSOCIATION OF COUNCILS OF GOVERNMENTS

REQUESTED ACTIONS

Designate a voting delegate to represent El Dorado County Transportation Commission (EDCTC) on the California Association of Councils of Governments Governing Council. The Commission may choose to reaffirm Commissioner Wendy Thomas or select a new representative.

BACKGROUND

The California Association of Councils of Governments (CalCOG) is comprised of 44-member organizations that serve as a council of government, metropolitan planning organization, regional transportation planning agency, or county transportation commission or authority. CalCOG serves as a convener, bringing together its members, the League of California Cities, and the California State Association of Counties, to share information on successful regional programs. CalCOG also works to assist each member agency in developing capacity to serve its member's needs for regional coordination and policy development.

This delegate will represent the Commission at the Regional Leadership Forum March 5-7 held at the Riverside Convention Center along with the Executive Director.

Commissioner Wendy Thomas has served as a voting delegate to the organization. The Executive Director participates on the CalCOG Directors Association of California (CDAC). CDAC meets on a regular basis (approximately every other month) to examine and discuss relevant regional, state, and federal issues, and serves as a staff resource and advisory body to the CalCOG Governing Council. EDCTC's annual CalCOG dues for 2023 are \$3,850, which is based on a population factor.

DISCUSSION

The organization supports and improves the effectiveness of the membership in addressing regional issues such as transportation, air quality, financial, housing, environmental, economic, and related topics. This is achieved through education and information sharing among the members and with others, such as regulatory, funding, and decision-making entities. The group will advocate for issues of common interest.

Approved for Agenda:



Woodrow Deloria, Executive Director

BUSINESS ITEM**STAFF REPORT**

DATE: FEBRUARY 2, 2023
TO: EL DORADO COUNTY TRANSPORTATION COMMISSION
FROM: WOODROW DELORIA, EXECUTIVE DIRECTOR
SUBJECT: FEDERAL ADVOCACY PROFESSIONAL SERVICES AGREEMENT

REQUESTED ACTION

Provide direction to the Executive Director with respect to the Federal Advocacy Professional Services Agreement.

BACKGROUND

On March 5, 2020, El Dorado County Transportation Commission (EDCTC) entered into a Memorandum of Understanding (Attachment A) with El Dorado County, El Dorado Transit, and The City of Placerville (Partner Agencies) to secure federal advocacy services to pursue opportunities through appropriations and the potential return of congressionally delegated spending (earmarks). Following a standard procurement process, including a request for proposals, the Commission entered into a contract for federal advocacy services with David Turch and Associates, on April 2, 2020, for an initial term of one year with the option to extend an additional two years, for a total three-year term, expiring April 2, 2023, or at the discretion of EDCTC.

The scope of work to be performed under this contract is described below.

1. Meet with the EDCTC Executive Director to discuss the services and process to be used.
2. Work with the EDCTC and Partner Agencies to develop a set of specific goals for advocacy services.
3. Provide EDCTC and Partner Agencies with a summary description of the federal budgeting and legislative process and include recommendations on the best times and methods to advocate during these processes.
4. Advise EDCTC and Partner Agencies on federal legislative and administrative matters which may have a direct effect on the agency.
5. Review and evaluate the platform of transportation and infrastructure projects for federal funding developed by EDCTC and Partner Agencies and advise on the compatibility of those projects with federal budgeting opportunities and programs.
6. Provide EDCTC and Partner Agencies with a specific plan and schedule of visits to be made with federal legislators or their staff, and with key staff of federal transportation funding agencies.
7. Arrange for meetings with federal legislative representatives and federal agencies regarding transportation and infrastructure projects or policies for EDCTC and Partner Agencies officials and staff, as needed.
8. Conduct advocacy services and perform all other duties customarily performed by legislative advocates and governmental affairs representatives on behalf of EDCTC and Partner Agencies.
9. Provide monthly written reports to the EDCTC and Partner Agencies regarding all services performed on behalf of EDCTC and Partner Agencies.
10. File all applicable reporting and disclosure requirements.
11. Occasional presentations to the EDCTC and Partner Agencies at a regularly scheduled meeting also will be required.

DISCUSSION

David Turch and Associates was hired to provide EDCTC and Partner Agencies with federal advocacy services as Federal Discretionary Funding, better known as “earmarks”, returned in 2020 as one of the tools to secure federal funding for infrastructure investments.

Over the past three years, the Commission and Partner Agencies have struggled with the effectiveness of federal advocacy services given Congressman McClintock’s stance against earmarks in the annual appropriations measures and discretionary spending. Specifically, throughout the term of the current agreement (April 2, 2022 – March 31, 2023), the Commission and Partner Agencies have carefully considered the benefit of continuing the agreement for advocacy and legislative strategy and the cost of securing those services. The current cost for federal advocacy services with David Turch and Associates is \$65,000 annually, total amount of \$5,417 invoiced monthly (see Attachment B). EDCTC Executive Director Woodrow Deloria met December 2022 with El Dorado County CAO Don Ashton, the City of Placerville City Manager Cleve Morris, and El Dorado Transit Authority Director Matthew Mauk, and discussed the benefit-cost of continuing federal advocacy services. As a result, a unanimous decision was made not to secure advocacy services beyond the current term of March 31, 2023 (refer to Attachment C).

Many of the functions performed by the federal advocacy services team parallel functions performed by each of the four-executive staff, previously mentioned, for their respective agencies. Furthermore, as state infrastructure funding becomes more competitive, focus has shifted toward securing state infrastructure funding for specific transportation projects, programs, and other investment needs. Given the growing demands in securing state infrastructure funds, the current position of the Federal Representative opposing earmarks, and budgetary constraints, staff is recommending that no new request for proposals be released at this time and allow the current contract with David Turch and Associates to expire March 31, 2023. Should a federal advocate be needed for a given legislative or funding request, EDCTC would work with the Partner Agencies to develop an advocacy strategy to perform the necessary work.

Approved for Agenda:



Woodrow Deloria, Executive Director

- Attachment A: Memorandum of Understanding Federal Advocacy
- Attachment B: Professional Services Agreement David Turch and Associates
- Attachment C: Professional Services Agreement David Turch and Associates, Amendment 2

**MEMORANDUM
OF
UNDERSTANDING**

between

The City of Placerville, El Dorado County, El Dorado County Transit Authority

and

**EL DORADO COUNTY
TRANSPORTATION COMMISSION**



MEMORANDUM OF UNDERSTANDING FEDERAL ADVOCACY

This Memorandum of Understanding is entered into between the City of Placerville, El Dorado County, El Dorado County Transit Authority, (partner agencies) and the El Dorado County Transportation Commission (EDCTC). EDCTC is executing this Memorandum of Understanding (“MOU”) with its partner agencies to advance Federal advocacy to support transportation and other infrastructure projects and programs in El Dorado County and the City of Placerville.

WHEREAS, the City of Placerville, El Dorado County, El Dorado County Transit Authority, and EDCTC have come together to collaborate and to advance transportation infrastructure and facility projects and programs with Federal funding and support through a Federal advocacy service provider; and

WHEREAS, the partners listed below have agreed to enter into a collaborative agreement in which EDCTC will be the lead agency and the other agencies will be partners in Federal advocacy services; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative.

SECTION I: DESCRIPTION OF PARTNER AGENCIES

The City of Placerville is the only incorporated City located within the EDCTC Regional Transportation Planning Agency (RTPA) boundaries. The City has a long-standing relationship with EDCTC as a planning partner and funding recipient.

El Dorado County is responsible for delivery of projects and programs which support the transportation system throughout the County. The West Slope of El Dorado County, Echo Summit west, is entirely encompassed by the EDCTC RTPA jurisdiction. The County has a long-standing relationship with EDCTC as a planning partner and funding recipient.

The El Dorado County Transit Authority is the sole transit provider within the EDCTC RTPA jurisdiction. El Dorado County Transit Authority provides a variety of transit services for residents of El Dorado County and fixed route services into Sacramento. As the sole transit operator, El Dorado Transit works closely with EDCTC to secure transit funding and perform transit planning functions.

SECTION II: PURPOSE AND PRINCIPLES

The purpose of this MOU is to coordinate Federal advocacy for the purposes of securing Federal funding and support for transportation, transit and other essential infrastructure and facility projects, programs, and services which serve El Dorado County and the City of Placerville.

For the purposes of maximizing efficiencies, avoiding duplication, inconsistencies, and unnecessary expenditure of public funds, EDCTC will procure and administer Federal advocacy services to support the transportation and infrastructure needs of all partner agencies involved.

SECTION III: ROLES AND RESPONSIBILITIES

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

- 1) El Dorado County Transportation Commission (EDCTC) will coordinate directly with the partner agencies to oversee and manage procurement of Federal advocacy services. EDCTC will contribute 40% of the annual contract cost, not to exceed \$40,000 per fiscal year, for services rendered under a contract approved by the EDCTC. The terms of said contract shall be subject

to the prior review and approval of the partner agencies, which approval shall not be unreasonably withheld.

- 2) The City of Placerville will provide EDCTC with coordination and support to advance Federal advocacy of transportation and infrastructure services. The City of Placerville will contribute 10% of the annual contract cost, not to exceed \$10,000 per fiscal year, for services rendered under a contract supported by the City of Placerville and approved by the EDCTC.
- 3) El Dorado County will provide EDCTC with coordination and support to advance Federal advocacy of transportation and infrastructure projects and programs. El Dorado County will contribute 40% of the annual contract cost, not to exceed \$40,000 per fiscal year, for services rendered under a contract supported by El Dorado County and approved by the EDCTC.
- 4) El Dorado County Transit Authority will provide EDCTC with coordination and support to advance Federal advocacy of transportation projects and programs. El Dorado County Transit Authority will contribute 10% of the annual contract cost, not to exceed \$10,000 per fiscal year, for services rendered under a contract supported by El Dorado County Transit Authority and approved by the EDCTC.

SECTION IV: TERM

This MOU shall become effective upon its execution by all parties through June 30, 2023 unless terminated by one of the parties after 60 days' written notice to each of the other parties.

SECTION V: COUNTERPARTS

This MOU has been executed four (4) original counterparts, one of which shall be retained by each party to this MOU and any one of which can be used as the original.

SECTION VI: CONTRACT ADMINISTRATION

The following individuals from each agency shall serve as the administrator for this Memorandum of Understanding, with all written correspondence regarding this Memorandum of Understanding to be provided to these individuals:

El Dorado County Transportation Commission:	Woodrow Deloria, Executive Director 2828 Easy Street, Suite 1 Placerville, CA 95667
El Dorado County:	Don Ashton, Chief Administrative Officer 330 Fair Lane Placerville, CA 95614
City of Placerville:	Cleve Morris, City Manager 3101 Center Street Placerville, California 95667
El Dorado County Transit Authority:	Matt Mauk, Executive Director 6565 Commerce Way Diamond Springs, CA 95619

IN WITNESS WHEREOF, the parties hereto have caused this memorandum of understanding to be executed by their respective officers, duly authorized.

/

/

/

APPROVAL:

CITY OF PLACERVILLE



Michael Saragosa, Mayor

4/17/20

Date

EL DORADO COUNTY



Brian Veerkamp, Chair
El Dorado County Board of Supervisors

3/24/20

Date

**EL DORADO COUNTY TRANSPORTATION
COMMISSION**



Shiva Frentzen, Chair
El Dorado County Transportation
Commission

3/24/20

Date

EL DORADO COUNTY TRANSIT AUTHORITY



John Hidahl, Chair
El Dorado Transit

3/24/20

Date



PROFESSIONAL SERVICES AGREEMENT

FEDERAL ADVOCACY SERVICES

April 2, 2020

**EL DORADO COUNTY TRANSPORTATION COMMISSION
2828 Easy Street, Suite 1
PLACERVILLE, CALIFORNIA 95667-3907
530.642.5260
www.edctc.org**

AGREEMENT

This agreement is made and entered into this 2nd day of April 2020, by and between the EL DORADO COUNTY TRANSPORTATION COMMISSION, hereinafter referred to as "EDCTC" or the "Commission" and DAVID TURCH AND ASSOCIATES hereinafter referred to as "Consultant".

TERMS OF AGREEMENT

1) SERVICES TO BE PERFORMED BY CONSULTANT

The Scope of Work is described below. Consultant will perform all services necessary to complete the Scope of Work. The Consultant will receive general direction from the EDCTC Executive Director.

Scope of Work

Tasks will include the following:

General

The Executive Director of EDCTC or their designee must approve the final form of each project deliverable prior to acceptance by EDCTC.

Any references herein to subconsultants are for convenience only and Consultant remains responsible for the performance of this Agreement and the Scope of Work.

Specific

1. Meet with the EDCTC Executive Director to discuss the services and process to be used.
2. Work with the EDCTC and Partner Agencies to develop a set of specific goals for advocacy services.
3. Provide EDCTC and Partner Agencies with a summary description of the federal budgeting and legislative process and include recommendations on the best times and methods to advocate during these processes.
4. Advise EDCTC and Partner Agencies on federal legislative and administrative matters which may have a direct effect on the agency.
5. Review and evaluate the platform of transportation and infrastructure projects for federal funding developed by EDCTC and Partner Agencies and advise on the compatibility of those projects with federal budgeting opportunities and programs.
6. Provide EDCTC and Partner Agencies with a specific plan and schedule of visits to be made with federal legislators or their staffs, and with key staff of federal transportation funding agencies.
7. Arrange for meetings with federal legislative representatives and federal agencies regarding transportation and infrastructure projects or policies for EDCTC and Partner Agencies officials and staff, as needed.
8. Conduct advocacy services and perform all other duties customarily performed by

legislative advocates and governmental affairs representatives on behalf of EDCTC and Partner Agencies.

9. Provide monthly written reports to the EDCTC and Partner Agencies regarding all services performed on behalf of EDCTC and Partner Agencies.
10. File all applicable reporting and disclosure requirements.
11. Occasional presentations to the EDCTC and Partner Agencies at a regularly scheduled meeting also will be required.

In the event of any inconsistency between the Scope of Work and other terms and conditions of this Agreement, the Scope of Work shall control. EDCTC reserves the right to review and approve all work to be performed by Consultant in relation to this Agreement.

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

2) PROJECT TIMETABLE

Consultant shall complete the work annually in accordance with the terms of this agreement.

B. Presentations

Presentations to the EDCTC will be required. The meetings will occur at to-be-determined dates. Time is of the essence in this Agreement.

C. Delays

Consultants shall notify EDCTC in writing of any potential delay or interruption in the performance of all or any part of the work of this contract. If the work of this contract is interrupted by instances of unavoidable delay(s), informal negotiations between the parties to this contract will be used to adjust the delivery or performance dates of any work products or any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by the fault or negligence of the Consultant, or for which an adjustment is provided or excluded under any other term or condition of this contract.

3) TERM OF AGREEMENT

The term of the Agreement shall be from April 2, 2020 to April 2, 2021, subject to the rights of termination as set forth in Sections 6 and 7 of this Agreement. This Agreement includes two one-year options for renewal.

4) COMPENSATION AND METHOD OF PAYMENT

A. Cost Ceiling

1. For services performed under this Agreement for the referenced fiscal years, EDCTC agrees to pay, and Consultant agrees to accept, as payment in full, the following professional fees:

Not to exceed \$65,000 annually, total amount of \$5,417.00 invoiced monthly.

In no instance shall EDCTC be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.

B. Compensation

1. Professional fees shall be billed on a monthly basis for all services rendered and in accordance with the Scope of Work and Project Budget.
 - a. The hourly rate must be billed at the rate shown in the Project Budget Exhibit "A". Increases to the hourly rate are not allowed.
 - b. Changes to staff must be approved by EDCTC prior to beginning work on the project.
2. Consultant will not charge for travel, phone, copying, or other out-of-pocket expenses incurred with this engagement unless specified in the project budget dated March 19, 2020.
3. EDCTC shall pay for services only after receipt and approval of complete invoices indicating work performed and time spent. The consideration to be paid to

Consultant, as provided in this Agreement, shall be in compensation for all of Consultant's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

D. Cost Principles

1. Consultant agrees to comply with Title 2, CFR, part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable.
2. Consultant agrees that (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 Contract Cost Principles and Procedures and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall be used to determine the allowability of individual project cost items. Every Consultant receiving Project funds as a contractor, subcontractor, or sub-grantee under this agreement shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
3. Consultant and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review.

Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 Contract Cost Principles and Procedures or 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards are subject to repayment by Consultant to EDCTC. Disallowed costs must be reimbursed to EDCTC within sixty (60) days unless EDCTC approves in writing an alternative repayment plan.

Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this subsection 4(C) above.

E. Indirect Cost Rate (ICR)

1. Prior to Consultant seeking reimbursement of indirect costs, Consultant must prepare an indirect cost rate (ICR) proposal in accordance with 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. Contract Cost Principles and Procedures.
2. Material audit adjustments will require reimbursement to EDCTC and STATE if proposals are later found to have included costs that are unallowable as specified by law or regulation.

5) RECORD RETENTION/AUDITS

- A. Consultant shall maintain all source documents, books and records connected with project for a minimum of three (3) years from the date of final grant payment to EDCTC or, if an audit is initiated within that timeframe, until audit resolution is achieved, whichever is later, and shall make all such supporting information available for inspection and audit by representatives of STATE, the Bureau of State Audits, or the Federal Government upon request. Copies will be made and furnished by EDCTC upon request at no cost to STATE. Scanned original documents in electronic form are suitable to meet this requirement.
- B. Consultants and Subconsultants shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subrecipients/subcontractor, etc) and enable the determination of expenditures at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- C. For the purpose of determining compliance with Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7, in connection with the performance of EDCTC contracts and/or agreements with third parties, Consultants and Subconsultants shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various contracts and/or agreements. All of the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the three (3) years from the date of final grant payment to EDCTC or, if an audit is initiated within that timeframe, until audit resolution is achieved, whichever is later. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts/ and/or agreements for audits, examinations, excerpts, and transactions, and RTPA shall furnish copies thereof if requested.

6) TERMINATION FOR CONVENIENCE OF EDCTC

EDCTC may terminate the whole or any part of this Agreement for the convenience of EDCTC and without cause at any time by giving a minimum of ten (10) days written notice to Consultant of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, collected data, and other materials shall, at the option of EDCTC, become its property. If this Agreement is terminated by EDCTC for convenience, Consultant shall be paid an amount for satisfactory services actually performed to the date of termination based upon an invoice provided by Consultant pursuant to Section 4 above.

7) TERMINATION OF AGREEMENT FOR CAUSE

- A. EDCTC may, by written notice to Consultant, terminate the whole or any part of this Agreement for cause, including but not limited to any of the following:
 1. If Consultant fails to perform the services called for by this Agreement within the time(s) specified herein or any extension thereof; or

2. If Consultant fails to perform the services called for by this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, or;
 3. Consultant fails to maintain adequate staff to perform the services required under this agreement, or is dissolved or is under investigation for accounting irregularities by a local, state or federal regulatory body.
- B. In the event EDCTC terminates this Agreement in whole or in part as provided in this Section 7, EDCTC may deny payment to Consultant or request reimbursement from Consultant for payments made and may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.
- C. If EDCTC issues a notice of termination under this Section 7:
1. Consultant shall immediately cease rendering services pursuant to this Agreement.
 2. Consultant shall deliver to EDCTC copies of all Writings, whether or not completed, which were prepared by Consultant, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, computer files and records, drawings, blueprints, printing, photocopies, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof.

8) FORCE MAJEURE

Neither EDCTC nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God or of the public enemy, acts of government, in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather, or any similar cause beyond the reasonable control of EDCTC or Consultant.

9) INTEREST OF OFFICIALS AND CONSULTANT

- A. No officer, member, or employee of EDCTC, or other public official of the governing body of the locality or localities in which the work pursuant to this Agreement is being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work shall:
1. Participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he has, directly or indirectly, any interest, or
 2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part hereof or to any benefits to arise herefrom.
- C. Consultant hereby covenants that it has, at the time of the execution of this Agreement, no interest and that it shall not acquire any interest in the future, direct or indirect, which

would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. Consultant further covenants that in the performance of this work, no person having any such interest shall be employed. Consultant shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with EDCTC's interest. Consultant shall immediately notify EDCTC of any and all potential violations of this Section upon becoming aware of the potential violation.

10) COVENANT AGAINST CONTINGENT FEES

Consultant warrants, by execution of this Agreement, 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 established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, EDCTC shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11) SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties. Consultant shall not assign, delegate, or transfer the rights and duties under this Agreement or any part thereof without the prior written consent of EDCTC.

12) CONSULTANTS AND SUBCONTRACTORS

- A. Consultant shall not subcontract any portion of the work without the prior express written authorization of EDCTC. If EDCTC consents to a subcontract, Consultant shall be fully responsible for all work performed by the subcontractor.
1. EDCTC reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
 2. Any contract or sub-contract shall require the Consultant and its subcontractors, if any, to:
 - (1) Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace, and *Office of Management and Budget 2 CFR 225 (A-87), Cost Principles for State, Local and Indian Tribal Governments.*
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Consultant or any subcontractor in performing work associated with this Agreement or any part of it.

- (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- (5) Permit EDCTC and/or its designees, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
- (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 29, Disadvantaged Business Enterprise Participation.

13) INDEPENDENT CONTRACTOR

In the performance of these services herein provided for, Consultant, including Consultant's employees and agents, shall act as and be an independent contractor and not an agent or employee of EDCTC. Consultant, its employees, agents, and sub-Consultants, shall have no power to bind or commit EDCTC to any decision or course of action, and shall not represent to any person or entity that they have such power. Consultant has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation, and discharge of all persons assisting Consultant in the performance of said services hereunder. Consultant shall be solely responsible for all matters relating to the payment of its employees, including but not limited to compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

14) INSURANCE

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

POLICY	MINIMUM LIMITS OF LIABILITY
(1) Workers' Compensation; Employer's Liability.	Statutory requirements for Workers' Compensation; \$ 1,000,000 Employers' Liability.
(2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 (Ed 1/87) covering Automobile Liability, Code 1 (any auto).	Bodily Injury/Property Damage \$1,000,000 each accident.
(3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).	\$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Consultant's profession as defined by EDCTC).	\$1,000,000 per claim.
A. <u>Deductibles and Self-insured Retentions:</u> Any deductibles or self-insured retentions over \$5,000 must be declared to and approved by EDCTC.	
B. <u>Required Provisions:</u> The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions: <ol style="list-style-type: none"> <li data-bbox="292 1050 1448 1218">1. For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects EDCTC, its directors, officers, employees, and agents. Any insurance or self-insurance maintained by EDCTC, its directors, officers, employees or agents shall be in excess of Consultant's insurance and shall not contribute to it. <li data-bbox="292 1249 1448 1354">2. Any failure by Consultant to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to EDCTC, its directors, officers, employees, or agents. <li data-bbox="292 1386 1448 1459">3. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. <li data-bbox="292 1491 1448 1627">4. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to EDCTC. 	
C. <u>Acceptability of Insurers:</u> Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by EDCTC.	
D. <u>Certificate of Insurance and Additional Insured Requirement:</u> Consultant shall furnish to EDCTC an original Certificate of Insurance on a standard ACORD form, or other form acceptable to EDCTC, substantiating the required coverages and limits set forth above and also containing the following:	

1. Thirty (30) days prior written notice to EDCTC of the cancellation, non-renewal or reduction in coverage of any policy listed on the Certificate; and
 2. The following statement with respect to the Commercial General Liability policy: "EDCTC and its directors, officers, agents, employees, and volunteers are made additional insureds, but only insofar as the operations under this Agreement are concerned."
- E. Certified Copies of Policies: Upon request by EDCTC, Consultant shall immediately furnish a complete copy of any policy required hereunder, including all endorsements, with said copy certified by the insurance company to be a true and correct copy of the original policy.
- F. Consultant's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Consultant may be held responsible for damages resulting from Consultant's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Consultant of liability in excess of such minimum coverage, nor shall it preclude EDCTC from taking other actions available to it under this Agreement or by law, including but not limited to, actions pursuant to Consultant's indemnity obligations.

15) DISPUTE: GOVERNING LAW AND FORUM

Any dispute not resolved by informal negotiation between the parties to this contract shall be adjudicated in the Superior Court of El Dorado County. This Agreement shall be administered and interpreted under the laws of the State of California.

16) SPECIFICATIONS

- A. All specifications, manuals, standards, etc., either attached to this Agreement or incorporated by reference, are deemed to be the issue in effect as of the date of this Agreement and are binding as to the performance of the work specified in this Agreement unless they are changed by written amendment of the Agreement modified in writing to incorporate such changes.
- B. All tasks hereunder are to be performed on a "best effort" basis with the full completion of all tasks as the goal which Consultant shall seek, with all due diligence, to attain. Any changes to tasks hereunder shall be mutually agreed to and include provisions for resulting schedule and cost adjustments.

17) PUBLICATIONS

- A. No report, information, or other data given to or prepared or assembled by Consultant pursuant to this Agreement, shall be made available to any individual or organization by Consultant without the prior written approval of EDCTC.
- B. Any and all reports published by Consultant pursuant to this Agreement shall acknowledge that it was prepared in cooperation with EDCTC.
- C. Articles, reports, or works reporting on the work provided for herein or on portions thereof which are published by Consultant shall contain in the forward, preface, or footnote, the following statement:

"The contents of this report reflect the views of the author who is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of EDCTC. This report does not constitute a standard, specification, or regulation."

18) HEADINGS

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

19) CONVICT LABOR

In connection with the performance of work under this Agreement, Consultant agrees not to employ any person undergoing sentence of imprisonment.

20) INDEMNIFICATION

Consultant specifically agrees to indemnify, defend, and hold harmless EDCTC, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Consultant shall pay all costs and expenses that may be incurred by EDCTC in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

21) OWNERSHIP OF DOCUMENTS; PERMISSION

- A. Consultant agrees that all work products, including, but not limited to, original documents, methodological explanations, computer programs, drawings, designs, reports and other written materials generated in the performance of this Agreement shall belong to and become the sole property of EDCTC; provided that Consultant may retain file copies of said work products. The creation of additional copies of work products, not otherwise provided for herein, shall be the responsibility of EDCTC.
- B. Consultant represents and warrants that all materials used in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either produced and owned by Consultant or that all required permissions and license agreements have been obtained and paid for by Consultant and EDCTC is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in this Agreement. Consultant shall defend, indemnify, and hold harmless EDCTC and its directors, officers, employees, and agents, from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.
- C. If Consultant is permitted copy rights, the Federal Highway Administration, Caltrans, and EDCTC shall have the royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, all work products generated in the performance of this Agreement for government purposes.

22) NOTICES

- A. Notices shall be sufficient hereunder if personally delivered to EDCTC or Consultant or if sent by the United States Postal Service postage prepaid, addressed as follows:

Woodrow Deloria, Executive Director
El Dorado County Transportation Commission
2828 Easy Street, Suite 1, Placerville, CA 95667
Phone: (530) 642-5260
E-mail: wdeloria@edctc.org

David Turch and Associates
517 2nd Street, Northeast, Washington, D.C. 20002

- B. Nothing herein above shall prevent either EDCTC or Consultant from personally delivering any such notices to the other.

23) WAIVERS

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

24) LITIGATION

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

25) NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

26) AMERICANS WITH DISABILITIES ACT (ADA) of 1990

By signing this Agreement, Consultant assures EDCTC that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability. Consultant also assures EDCTC that it complies with the U.S. DOT implementing regulations 49 CFR parts 27, 37 and 38, as well as all applicable regulations and guidelines issued pursuant to the ADA.

27) COMPLIANCE WITH NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY LAWS

- A. It is EDCTC's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. EDCTC does not discriminate on the basis of race, color, sex, creed, religion, national origin, age, marital status, ancestry, medical condition, disability, sexual orientation or gender identity in conducting its business. EDCTC prohibits discrimination by its employees, contractors and consultants.
- B. Consultant assures EDCTC that it complies with, and that Consultant will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Consultant to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as EDCTC may deem appropriate.
1. Consultant and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing federal directives that may be issued.
 2. Consultant and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing federal regulations, and any applicable implementing federal directives that may be issued. Consultant and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
 3. Consultant and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Consultant and its subcontractors will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subcontractors will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 4. Consultant will include the non-discrimination and equal employment opportunity provisions of this section (provisions B.1 through B.3 above) in all contracts to perform work funded under this Agreement.

28) DRUG-FREE CERTIFICATION

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

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

29) UNION ORGANIZING

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

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

30) POLITICAL REFORM ACT COMPLIANCE

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

31) SEVERABILITY

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

32) INTEGRATION AND MODIFICATIONS

This Agreement represents the entire understanding of EDCTC and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by EDCTC and Consultant.

33) PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

34) ASSIGNMENT

The contract will require the successful proposer to agree that by execution of the contract, or any subcontract awarded by the successful proposer, that proposer or any subcontractor offers and agrees to assign and thereby will assign to EDCTC all rights, title, and interest in and to all causes of action such proposer or subcontractor may have under section 4 of the Clayton Act (15 USC section 15) or under the Cartright Act (Chapter 2 or Part 2 of Division 7 of the Business and Professions Code, commencing with section 16700), arising from purchases of goods, services, or materials pursuant to this contract or subcontract. This assignment shall be made and shall become effective upon execution of the contract.

35) COMPLIANCE WITH LAWS

Consultant shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders and decrees. Consultant warrants and represents to EDCTC that Consultant shall, at its own cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession or are necessary and incident to the performance of the services and work Consultant performs under this Agreement. Consultant shall provide written proof of such licenses, permits, insurance and approvals

upon request by EDCTC. EDCTC is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph.

36) CAMPAIGN CONTRIBUTION DISCLOSURE

Consultant has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "B."

37) COSTS AND ATTORNEYS' FEES

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

38) AUTHORITY

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

39) COUNTERPARTS

This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

40) DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIES

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

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

- E. Consultant shall complete the Debarment Certification Form, attached hereto as Exhibit C.

41) PROHIBITION OF EXPENDING STATE OR FEDERAL FUNDS FOR LOBBYING

- A. Consultant certifies, to the best of his or her knowledge or belief, that:
 - 1. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. Consultant also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

42) CERTIFICATES AND ASSURANCES

- A. Consultant shall comply, as applicable, with the FHWA "Transportation Planning Process Certification" requirements in accordance with 23 CFR 450.334 and Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (Public Law 109-59; SAFETEA-LU) and its successors thereto. This certification is provided annually by FHWA and FTA. It may include but is not limited to:
 - I. 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;
 - II. In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;
 - III. Title VI of the Civil Rights Act of 1964 and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;

- IV. Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
 - V. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
 - VI. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
 - VII. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
 - VIII. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
 - IX. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
 - X. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- B. If project is funded with Federal Transit Assistance funds, Consultant shall comply with the "Certifications and Assurances for FTA Assistance", including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53, published annually in EDCTC's OWP.

The 2019 FTA Certifications includes the following areas under "Assurances Required of Each Applicant:"

1. Authority of Applicant and its Representatives
 2. Standard Assurances
 3. Intergovernmental Review Assurance
 4. Suspension and Debarment Certification
 5. U.S. Office of Management and Budget Assurances in SF-424B and SF-424D
- C. Consultant shall require its Subconsultant(s) to comply with these Certifications and agrees to furnish documentation to EDCTC to support this requirement that all of its agreements with Subconsultant(s) contain provisions requiring adherence to this section in its entirety.

43) DISADVANTAGED BUSINESS ENTERPRISE (DBEs) PARTICIPATION

This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs." DBE's and other small businesses,

as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds; however, DBE participation is not a condition of award.

- A. Non-Discrimination: Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by Consultant or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as EDCTC may deem appropriate. Each subcontract signed by Consultant in the performance of this Agreement must include this nondiscrimination clause.
- B. Prompt Progress Payments to DBE and Non-DBE Subcontractors: A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-day rule is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- C. Prompt Payment of Withheld Funds to Subcontractors: The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30-days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by EDCTC. If EDCTC makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- D. Records: Consultant shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor.

The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to EDCTC.

- E. Termination of a DBE: In conformance with 49 CFR Section 26.53:
1. Consultant shall not terminate a listed DBE subcontractor unless Consultant has received prior written authorization from EDCTC's Project Manager. EDCTC's Project Manager will authorize termination only if the Project Manager determines that Consultant has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
 2. Prior to requesting EDCTC's authorization to terminate and/or substitute a DBE subcontractor, Consultant shall give notice in writing to the DBE subcontractor, with a copy to EDCTC, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five days to respond to the Consultant's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why EDCTC should not approve the Consultant's action. EDCTC may, in instances of public necessity, approve a response period shorter than five days.
 3. If a DBE subcontractor is terminated or fails to complete its work for any reason, Consultant shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
- F. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify Consultant in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify Consultant in writing with the date of certification. Consultant shall then provide to the Project Manager of EDCTC written documentation indicating the DBE's existing certification status.
- G. Noncompliance by Consultant. Consultant's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as EDCTC may deem appropriate.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

44) NON-DISCRIMINATION CLAUSE

- A. In the performance of work undertaken pursuant to this agreement, Contractors shall not, unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave.
- B. Contractors and subcontractors shall ensure, that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. EDCTC shall comply, and ensure that its contractors and subcontractors

shall comply, with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this agreement by reference and made a part hereof as if set forth in full.

- C. Contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.
- D. Contractors and subcontractors shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 are made applicable to this agreement by this reference.
- E. Contractors and subcontractors will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by STATE to investigate compliance with this Section 44.

45) EDCTC CONTRACT ADMINISTRATOR

Woodrow Deloria, Executive Director
El Dorado County Transportation Commission
2828 Easy Street, Suite 1, Placerville, CA 95667
(530) 642-5265
wdeloria@edctc.org

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

El Dorado County Transportation Commission

Consultant

Woodrow Deloria

David Turch

Woodrow Deloria, Executive Director

Name and Title

David Turch, Owner

Date: *5/5/20*

Date: *April 25, 2020*

EXHIBIT A

Project Budget/Cost Proposal

attached

David Jurch and Associates

COST

We agree to accept the stated limit of Sixty-five Thousand Dollars (\$65,000) as annual compensation to perform all required Federal Advocacy Services. We do not bill for ordinary expenses.

Detailed federal service agreement funding requirements would not usually apply in this circumstance. As a general rule, and with few exceptions, federal funds are prohibited from being used to reimburse advocacy services.

Some of the proposed contract terms appear to be not applicable to what we do. We do agree to comply with all those that are appropriate.

EXHIBIT B
LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current Commissioners of the EDCTC:

Patty Borelli
Shiva Frentzen

Dennis Thomas
Lori Parlin

Kara Taylor
Brian Veerkamp

John Hidahl
Mark Acuna (Alternate)

- 1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any EDCTC Commissioner(s) in the 12 months preceding the date of the issuance of the request for proposal or request for qualifications?

YES NO

If yes, please identify the Commissioner(s): _____

- 2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any EDCTC Commissioner(s) in the three months following the award of the contract?

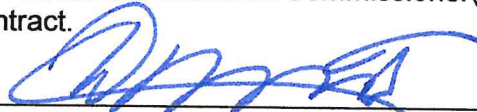
YES NO

If yes, please identify the Commissioner(s): _____

Answering yes to either of the two questions above does not preclude EDCTC from awarding a contract to your firm. It does, however, preclude the identified Commissioner(s) from participating in the contract award process for this contract.

April 25, 2020

DATE



(SIGNATURE OF AUTHORIZED OFFICIAL)

David Turch, Owner

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

David Turch and Associates

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) "License, permit, or other entitlement for use" means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly

received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, CA 95814, (916) 322-5660.

EXHIBIT C

DEBARMENT CERTIFICATION FORM

The Consultant certifies that, neither the Consultant firm nor any owner, partner, director, officer, or principal of the Consultant, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

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

The Consultant further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this 25 day of April, 2020

By [Signature]
Authorized Signature for Consultant

David Turch, Owner
Printed Name and Title

David Turch & Associates, Sole Proprietor
Consultant Firm Name and Type of Entity (Corp., Partnership, Sole Proprietor)

517 2nd Street, Northeast
Address

Washington, D.C. 20002-4916
City/State/Zip Code

202-543-3744 david.turch@davidturch.com
Area Code/Telephone Number and E-Mail Address

and marilya.campbell@davidturch.com (for contracts)

ADDENDUM

Page 6 item 9)B is interpreted to mean personal benefit and does not prohibit political contributions to candidates for federal office.

Pages 8 ff. item 14)(2)

We are uncertain we can file or obtain a form #CA 0001 since automobiles are not used in the exercise of our profession. In any case none are ever present in California. Policies are personal and do carry a \$1,000,000. liability.

- (3) We are uncertain we will be able to obtain the 30 day notice requirement.
- (4) Errors and Omissions insurance does not pertain to our profession is not obtainable.

Page 12 item 22

David Turch and Associates

517 2nd Street, Northeast

Washington, D. C. 20002-4916

202-543-3744

david.turch@davidturch.com

marilyn.campbell@davidturch.com (if contract or payment related)



PROFESSIONAL SERVICES AGREEMENT

FEDERAL ADVOCACY SERVICES

AMENDMENT II

March 3, 2022

**EL DORADO COUNTY TRANSPORTATION COMMISSION
2828 Easy Street, Suite 1
PLACERVILLE, CALIFORNIA 95667-3907
530.642.5260
www.edctc.org**

AMENDMENT II

This agreement is made and entered into this 3rd day of March 2022, by and between the EL DORADO COUNTY TRANSPORTATION COMMISSION, hereinafter referred to as "EDCTC" or the "Commission" and DAVID TURCH AND ASSOCIATES hereinafter referred to as "Consultant".

WHEREAS, the parties entered into an agreement effective April 2, 2020, for Federal Advocacy Services; and

WHEREAS, the parties hereto have mutually agreed to extend the term of said Agreement from April 3, 2022 through March 31, 2023, hereby amending Article 3, **Term of the Agreement**.

WHEREAS, all other terms and conditions of the Agreement shall remain the same.

NOW THEREFORE, the parties do hereby agree that Agreement for Services entered into as of April 2, 2020, shall be amended as follows:


TERMS OF AGREEMENT

3) TERM OF AGREEMENT

The term of the Agreement shall be from April 3, 2022, to March 31, 2023, subject to the rights of termination as set forth in Sections 6 and 7 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to Agreement:

El Dorado County Transportation Commission



Woodrow Deloria
Executive Director

Consultant



David Turch

Date: 3/4/22

Date: 9-8-2022

INFORMATION ITEM**STAFF REPORT**

DATE: FEBRUARY 2, 2023
TO: EL DORADO COUNTY TRANSPORTATION COMMISSION
FROM: WOODROW DELORIA, EXECUTIVE DIRECTOR
SUBJECT: CALTRANS ROAD USER CHARGE PILOT PROJECT

REQUESTED ACTION

None. This item is for information only.

BACKGROUND

California's transportation system has primarily been funded and supported through fuel sales taxes paid at the pump by drivers. As more of the vehicle fleet becomes electrified, less fuel will be sold, directly impacting revenue generated to support transportation infrastructure. Given this shift toward a more robust electric vehicle fleet in California, Caltrans is looking into alternative funding sources to support the streets, roads, and bridges we all rely upon. One of the mechanisms that has been considered is implementing a road user charge. This would charge each driver a per mile fee like other "user pay" systems such as power and heating bills in each home. This would ensure each driver pays a fair share to support road, highway, and bridge maintenance.

DISCUSSION

To explore this concept further, and to better understand any possible disparity between a road use charge in urban versus rural regions, Caltrans is deploying a 7-month Public/Private Roads user charge pilot. This Public/Private Roads Project will demonstrate the ability of current GPS technology to differentiate when a car is driving on a public versus a private road, while protecting the user's privacy. Currently, when a driver is on a private road, they are still paying the gas tax even though no public money goes to the maintenance of that road.

While exploring the technical aspects of this pilot, this project aims to engage rural and tribal communities in a conversation about their communities' priorities in a potential road charge system. These are unique communities that may have unique impacts, and understanding the issues, concerns, and opportunities the new concept presents for them is important to the state's effort to create a potential road charge system that works for all Californians. Caltrans will present an overview of this pilot project. The pilot is scheduled to begin in March 2023. To sign up and participate in this pilot visit: <http://www.caroadcharge.com/engage/contact-us/>.

Approved for Agenda:



Woodrow Deloria, Executive Director

INFORMATION ITEM

STAFF REPORT

DATE: FEBRUARY 2, 2023
TO: EL DORADO COUNTY TRANSPORTATION COMMISSION
FROM: DANA KEFFER, EXECUTIVE ASSISTANT/SECRETARY TO THE COMMISSION
SUBJECT: FREEWAY SERVICE PATROL 2022 REPORT

REQUESTED ACTION

None. This item is for information only.

BACKGROUND

On May 6, 2021, the El Dorado County Transportation Commission (EDCTC) entered into a Professional Services Agreement with Extreme Towing of Placerville to continue a Freeway Service Patrol (FSP) on US 50 in El Dorado County. FSP began on December 13, 2010 and operates from 6:30 AM to 9:00 AM and from 3:30 PM to 6:30 PM Monday through Friday. FSP is a congestion relief program which provides emergency tow and other services to the travelling public on US 50 from the El Dorado/Sacramento County line extending eastward to Greenstone Road. FSP is funded by the Capital Valley Regional Service Authority for Freeways and Expressways and the Caltrans FSP program. **No local funds are required to provide FSP service in El Dorado County.**

DISCUSSION

EDCTC works closely with the California Highway Patrol (CHP) to administer the FSP. CHP performs tow truck operator and vehicle inspections, driver training, and monitors daily FSP operations. CHP provides inspection reports to and communicates with EDCTC regularly. EDCTC monitors the quality of FSP service through an online survey which each assisted motorist is directed to at the time of service. The survey offers the assisted motorist the opportunity to rate the quality of the service, make comments, and recommend improvements. To date, EDCTC has received many completed surveys, all of which highly praise the El Dorado County FSP. All survey responses rate the FSP as "excellent" and thank the EDCTC for providing the service. Some of the comments received include:

"Andrew was great! He was quick to help and showed me what he was doing so I know how to change a tire for next time."

"Andrew was EXCEPTIONAL in getting me fixed up and back on the road. My tire blew on the freeway while driving home and while I was rattled and still looking for my AAA card, he had pulled up behind me and offered his services. He explained the program and graciously offered assistance. The entire interaction took less than 15 minutes and was such a positive experience."

"Andrew was able to get me back on the road and out of a difficult situation with ease , I was surprised to learn about the FSP program and its purpose ,I had a very pleasant experience, and it was my lucky day for sure."

In addition to the online survey, EDCTC monitors the FSP by recording and monitoring specific details of the FSP duties performed. Each motorist assist is recorded via a mobile device application by the tow truck driver. The assist record includes information regarding the time and date, type of vehicle, location, type, and duration of assist performed. To date El Dorado County FSP service has been operating on par with many of the more urban FSP services. EDCTC collects and records this information monthly.

El Dorado County Freeway Service Patrol Motorist Assist per Hour, January 1, 2022-December 31, 2022			
Month	Total Hours of Service	Number of Assists	Assists Per Hour of Service
January	109.50	51	.47
February	105.50	58	.55
March	121.25	61	.50
April	115.50	48	.42
May	116.25	64	.55
June	121.50	65	.53
July	112.50	55	.49
August	127.25	66	.52
September	117.00	78	.67
October	117.25	55	.47
November	106.25	65	.61
December	94.00	47	.50
Total	1363.75	713	.52

El Dorado County Freeway Service Patrol Motorist Assist by Type, January 1, 2022-December 31, 2022		
Type of Assist	Number	Percentage
Mechanical	214	30.0%
Flat Tire	132	18.5%
Abandoned	115	16.1%
Out of Gas	79	11.1%
Accident	39	5.5%
Driver Related	38	5.3%
Overheated	37	5.2%
Electrical	20	2.8%
Other	17	2.4%
Unsecured Load	10	1.4%
Debris Removal	7	1.0%
None – Not Needed	4	.6%
Vehicle Fire	1	.1%
Partner Assist	0	0.0%
Locked Out	0	0.0%

Approved for Agenda:



Woodrow Deloria, Executive Director

INFORMATION ITEM**STAFF REPORT**

DATE: FEBRUARY 2, 2023
TO: EL DORADO COUNTY TRANSPORTATION COMMISSION
FROM: WOODROW DELORIA, EXECUTIVE DIRECTOR
SUBJECT: DRAFT STATE ROUTE 49 AMERICAN RIVER CONFLUENCE STUDY

REQUESTED ACTION

None. This item is for information only.

BACKGROUND

The El Dorado County Transportation Commission (EDCTC) was awarded a Caltrans Sustainable Transportation Planning Grant to complete the State Route 49 American River Confluence Study (Study). This effort was led by EDCTC in partnership with Caltrans, Placer County Transportation Planning Agency, and California State Parks. The need for this study was brought forward in early 2020, by the residents, local and regional stakeholders, and elected officials concerned about the overcrowding, accessibility, and general safety of this corridor, especially nearest the Auburn State Recreation Area located at the North and Middle Forks of the American River, known locally as “the Confluence”. The fundamental purpose of this partnership initiative was to examine the SR 49 corridor from the community of Cool north to the City of Auburn to better understand the impacts of tourism and recreation, heavy truck traffic, and operations and safety in and around the confluence.

DISCUSSION

This study was brought forward in early 2020, at the request of the residents, local and regional stakeholders, and elected officials concerned about the overcrowding, accessibility, and the general safety and operations of this corridor. EDCTC worked with the project partners and consultant to develop a scope of work to include the following:

- System User Analysis
- Parking Safety Assessment
- Roadway Safety Assessment

Throughout the development of these assessments, the project team facilitated multiple public outreach and stakeholder engagement efforts to garner input from the public and stakeholders. This was a multi-phased approach including preliminary virtual workshops, an interactive online public engagement platform, public survey, and in-person workshops. The project team summarized and integrated the input received through public engagement with the analysis and assessment reports to develop a suite of recommendations to improve operations and safety of the corridor. These recommendations were broken into the following implementation plans:

- Safe and Accessible Parking Plan
- Heavy Truck Alternatives Plan
- Transit Shuttle Plan
- Comprehensive Operations Plan

Approved for Agenda:



Woodrow Deloria, Executive Director

Attachment A: Draft SR 49 American River Confluence Study

INFORMATION ITEM**STAFF REPORT**

DATE: FEBRUARY 2, 2023
TO: EL DORADO COUNTY TRANSPORTATION COMMISSION
FROM: EXECUTIVE DIRECTOR WOODROW DELORIA
SUBJECT: FEDERAL HIGHWAY ADMINISTRATION CORRECTIVE ACTION

REQUESTED ACTION

None. This item is for information only.

BACKGROUND

In the spring of 2021, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) issued a corrective action to Caltrans regarding suballocation and administration of Surface Transportation Block Grant (STBG) and Congestion Mitigation and Air Quality (CMAQ) funds. While this corrective action was imposed upon Caltrans, it directly affects the planning and programming authority held by El Dorado County Transportation Commission (EDCTC), the Placer County Transportation Planning Agency (PCTPA), and Sacramento Area Council of Governments (SACOG). SACOG, designated as the federal Metropolitan Planning Organization (MPO) for the six-county region, has responsibility for allocating and administering federal transportation funds. The corrective action imposed on Caltrans has also impacted similar agencies to SACOG, EDCTC, and PCTPA including agencies in the Bay Area and Los Angeles, the Metropolitan Transportation Commission (MTC) and Southern California Association of Governments (SCAG).

While SACOG is designated as the federal MPO, the State of California has also designated three state Regional Transportation Planning Agencies (RTPA) for the six-county region: SACOG for Sacramento, Sutter, Yolo, and Yuba Counties, and EDCTC and PCTPA for their respective counties.

Since 1993, EDCTC has had a memorandum of understanding (MOU) with SACOG to coordinate transportation planning and programming under state and federal laws. This long-standing memorandum established practices for how SACOG and EDCTC administer STBG and CMAQ funds within our region. This MOU also outlines the unique role of EDCTC in administering funding programs in El Dorado County.

In December 2021, the EDCTC Executive Director presented the issue to the EDCTC board and included an overview of the corrective action and plans to work with SACOG to develop a response to Caltrans. At the time, Caltrans had asked SACOG to document their current processes and prepare plans for how to comply with the corrective action. In February 2022, SACOG presented this draft proposal to Caltrans on how SACOG would come into compliance. At the encouragement from EDCTC, PCTPA, and SACOG along with California Association of Council of Governments (CalCOG), Caltrans requested – and FHWA granted- an extension of the time to comply with this corrective action until June 30, 2023.

On December 1, 2022, staff provided an update to the EDCTC board on the joint EDCTC, PCTPA, and SACOG proposed solution.

DISCUSSION

Since December 1, 2022, EDCTC has been working with PCTPA and SACOG, as well as having had a series of meetings with Caltrans and FHWA, regarding our response. Maintaining a role for EDCTC

and PCTPA in the project selection and planning process has been a primary obstacle to the resolution of this issue. As a result, we have continued to work with PCTPA, SACOG, and Caltrans, to come up with a new process that is acceptable to federal officials.

To recap the information presented to the board in November 2022, there are three issues that must be addressed as part of this corrective action:

1. Federal transportation funding cannot be suballocated by mode population to cities and counties;
2. SACOG must be involved in the eligibility screening conducted prior to project selection for compliance with federal program guidance and regulations; and
3. Federally funded transportation projects must be selected and approved by SACOG.

Suballocation

The practice of suballocation has supported the role and purpose of EDCTC and PCTPA within the SACOG MPO by providing a known and reliable federal funding source to support project delivery. Historically, EDCTC and PCTPA have programmed projects given the estimated amount of funds for the respective RTPAs. This estimated amount was based on information published by Caltrans Division of Financial Programming, for planning and programming of these funds within their respective RTPA jurisdictions for each federal fiscal year.

However, using the population-based Caltrans-published fund estimates does not comply with the FHWA prohibition purported in the corrective action of suballocating those funds. EDCTC, PCTPA, and SACOG recognize the suballocation solely based upon population to jurisdictions, cities, or counties as identified in the corrective action, is not consistent with federal guidance.

In the four-county region, SACOG has a blended funding round, with two types of federal funds (STBG and CMAQ) and one state source (State Transportation Improvement Program). The funding awards are the policy action taken by the board, and then based on eligibility, the three fund types are paired with projects based on their eligibility and timing. We do not believe that SACOG needs to modify how it selects projects, except for providing some additional transparency on which projects are programmed with which type of funding.

In our initial proposal, we had proposed that SACOG, PCTPA, and EDCTC estimate the availability of funds, and through a process involving all three agencies, establish policy-based funding ranges. This would not be a guaranteed amount of funding to any RTPA but would give project sponsors a range of the amount of funding available and would ultimately be approved by the SACOG Board of Directors.

After feedback from Caltrans, this did not sufficiently address the concern of suballocation. Our revised proposal would not have funding ranges by fund type or year but would establish funding ranges as part of each multi-year funding cycle. The ranges would be set based on federal performance criteria and would be subject to board approval before the beginning of each funding round. This would still give EDCTC and PCTPA a range of the amount of funding available for planning and project selection.

Project Selection

EDCTC has a long-established funding process for both STBG and CMAQ which is consistent with the federal requirements and the current MOU with SACOG. SACOG staff has been involved with review of project eligibility, scoring and ranking, and participated in project evaluation, but projects have not been formally submitted to SACOG through a process which FHWA now defines for project selection. EDCTC has assessed the performance levels (STBG/CMAQ) and air quality benefits (CMAQ) of each project before submittal to the EDCTC board and to SACOG, then taken final action on project awards and submitted projects for inclusion in the Metropolitan Transportation

Improvement Program (MTIP), but SACOG has not taken a formal action in the project selection process aside from adoption of the MTIP.

For eligibility screening, SACOG already provides assistance to EDCTC on eligibility criteria and modeling projects for air quality conformity. Going forward, EDCTC would submit projects to SACOG for review of eligibility. SACOG would then report back to EDCTC the results of the eligibility screening for projects.

Regarding project selection, there is not a prescribed process for how MPOs select projects. Each MPO in California handles their process differently. As noted above, SACOG's project selection process for the four-county region is a prioritization exercise that involves three different funding sources and is not selecting any individual projects for any individual source of funding.

In our initial proposal, we had proposed that EDCTC and PCTPA will continue to have separate processes for prioritizing projects within each RTPA, but SACOG will have a standing role in scoring, screening, and ranking projects before EDCTC and PCTPA boards approve the projects for submittal to SACOG for approval into the MTIP. We received feedback from Caltrans and FHWA that this was not acceptable.

In our revised proposal, SACOG will administer a consistent process across all six counties for project selection. See the flowchart that illustrates this process (Attachment A).

After the final action by SACOG, EDCTC and PCPTA would continue to oversee and monitor project delivery success to include reporting to their respective boards, Caltrans, FHWA, and SACOG.

Next Steps

EDCTC staff is continuing to work with PCTPA and SACOG to answer questions from Caltrans and FHWA about our proposal. On January 23, EDCTC met with SACOG, Caltrans, and FHWA and presented the proposal. It was verbally accepted by FHWA and Caltrans. SACOG staff will present the proposal to the SACOG board for approval in February. Given EDCTC is not an MPO, and the corrective action is placed upon Caltrans and directs the MPO to comply, no vote by the EDCTC board will be necessary. Once the proposal is approved, EDCTC staff will work directly with the SACOG funding round working group, that is being established this year, to develop detailed policies and procedures and return to the EDCTC board for action on implementation.

As noted above, changes to any existing practices would occur after June 30, 2023. Since EDCTC has completed their recent funding round, it is likely that changes would take effect with a 2024-2025 funding round.

Approved for Agenda:



Woodrow Deloria, Executive Director

Attachment A: Federal Funding Process Flowchart

Proposed SACOG Federal Project Selection Process

