



COMMISSIONERS

Council Members Representing the City of Placerville
Patty Borelli, Kara Taylor, Dennis Thomas

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

Thursday, June 3, 2021, 2:00 PM

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

IMPORTANT NOTICE:

Those that would like to observe or listen to the meeting may access it either on a computer or by phone. If you are using a computer or mobile device with video, you can make a comment by using the “raise your hand” option. If you are joining the meeting by phone, press *9 to indicate a desire to make a comment. The Secretary to the Commission will call you by the last three digits of your phone number when it is your turn to speak. Note that your comments must pertain to the subject at hand and are limited to no more than three minutes.

If you would like to remain anonymous and not have your name or phone number posted in this public forum, you may use the “more” button to rename yourself.

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 p.m. Monday, May 31st 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 meeting will begin 15 minutes early. If you need assistance before 2:00, please call the Secretary to the Commission 530.642.5260.

[This is your Meeting Link](#)

Webinar ID: 832 9426 6068

Passcode: 803112

Phone: 1-669-900-6833

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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. MINUTES FOR THE MAY 6, 2021 COMMISSION MEETING (KEFFER)
REQUESTED ACTION: The Secretary to the Commission requests correction to, or approval of, the Draft Action Minutes for the May 6, 2021 Commission meeting.
2. APRIL 2021 CHECK REGISTER (THOMPSON)
REQUESTED ACTION: Receive and file the April 2021 Check Register.
3. SURFACE TRANSPORTATION BLOCK GRANT PROGRAM FISCAL YEAR 2020/21 EXCHANGE APPORTIONMENT AND FUNDING AGREEMENTS BETWEEN EDCTC AND THE CITY OF PLACERVILLE AND EDCTC AND EL DORADO COUNTY (THOMPSON)
REQUESTED ACTION:
 1. Adopt Resolution 20/21.31 approving the Surface Transportation Block Grant Program FY 2020/21 Exchange Apportionment and Allocation.
 2. Authorize the Executive Director to sign the 2020/21 Exchange Recipient Agreement between El Dorado County Transportation Commission and the City of Placerville.
 3. Authorize the Executive Director to sign the 2020/21 Exchange Recipient Agreement between EDCTC and El Dorado County.

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

4. FISCAL YEAR 2021/22 FINAL OVERALL WORK PROGRAM, BUDGET, AND GOALS AND OBJECTIVES (THOMPSON)
REQUESTED ACTION: Adopt Resolution 20/21.32, approving the Fiscal Year 2021/22 Final Overall Work Program, Budget, and Goals and Objectives.
5. CONSIDERATION AND APPROVAL OF THE ESTABLISHMENT OF A CALIFORNIA EMPLOYERS' PENSION PREFUNDING TRUST ACCOUNT WITH CALPERS (THOMPSON)
REQUESTED ACTION:
 1. Adopt Resolution 20/21.33 (Attachment A), Approving the Establishment of a California Employers' Pension Prefunding Trust (CEPPT) Account with CalPERS for the Purpose of Prefunding the El Dorado County Transportation Commission's Required Pension Contributions and Authorize an Initial \$50,000 Payment to Open the Trust Account. Authorize the Chair and the Executive Director to execute required documentation for participation in the CEPPT.
6. PROGRAMMING STRATEGY FOR CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT TRANSPORTATION FUNDING (BARTON)
REQUESTED ACTION: Approve the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 Programming Strategy and authorize the Executive Director to bring a project list to the California Transportation Commission for Approval in August 2021.

7. US 50 ACCESS CONTROL PROOF OF CONCEPT PILOT OUTREACH STRATEGY PROFESSIONAL SERVICES AGREEMENT (BARTON)
REQUESTED ACTION: Authorize the Executive Director to enter into a Professional Services Agreement with AIM Consulting for implementation of the US 50 Corridor Access Control Proof of Concept Pilot Outreach and Awareness Work Plan in the amount of \$71,080.66.

EXECUTIVE DIRECTOR'S REPORT

SOUTH LAKE TAHOE - CALTRANS – COMMISSIONER COMMENTS

ADJOURNMENT

NOTE: There is no meeting scheduled for July. The next regular meeting is scheduled for 2:00 PM on August 5, 2021.

CONSENT CALENDAR

STAFF REPORT

DATE: JUNE 3, 2021
TO: EL DORADO COUNTY TRANSPORTATION COMMISSION
FROM: DANA KEFFER, EXECUTIVE ASSISTANT/SECRETARY TO THE COMMISSION
SUBJECT: MINUTES FOR THE MAY 6, 2021 COMMISSION MEETING

REQUESTED ACTION

The Secretary to the Commission requests correction to, or approval of, the Draft Action Minutes for the May 6, 2021 Commission meeting.

Approved for Agenda:

Woodrow Deloria, Executive Director

Attachment: May 6, 2021 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, May 6, 2021, 2:00 PM

IMPORTANT NOTICE:

In Response to Coronavirus COVID-19 California Governor Gavin Newsom issued Executive Order N-29-20 on March 17, 2020, relating to the convening of public meetings in light of the COVID-19 pandemic, the El Dorado County Transportation Commission convened this regularly scheduled meeting using an online conference service and was not held at 330 Fair Lane, Placerville. Notice of the location change was made at least 72 hours in advance. All votes were completed with a roll call vote and public comment was accepted.

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

ATTENDANCE: Chair Taylor, Vice Chair Hidahl, Commissioners Borelli, Parlin, D. Thomas, Turnboo, and Caltrans Ex Officio Kevin Yount. ABSENT: Commissioner W. Thomas and Ex Officio Councilmember Bass.

ADOPTION OF AGENDA AND CONSENT CALENDAR

There was no public comment.

ACTION: Commissioner Patty Borelli 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 Parlin which carried as follows:

MOTION/SECOND: Borelli/Parlin

AYES: Borelli, Hidahl, Parlin, Taylor, D. Thomas, Turnboo

ABSTAIN: None

NOES: None

ABSENT: W. Thomas

1. **MINUTES FOR THE APRIL 1, 2021 COMMISSION MEETING (KEFFER)**

REQUESTED ACTION: The Secretary to the Commission requests correction to, or approval of, the Draft Action Minutes for the April 1, 2021 Commission meeting.

2. **MARCH 2021 CHECK REGISTER (THOMPSON)**

REQUESTED ACTION: Receive and file the March 2021 Check Register.

3. **OVERALL WORK PROGRAM BUDGET VS. ACTUAL COMPARISON FISCAL YEAR 2020/2021 REPORT (THOMPSON)**

REQUESTED ACTION: Receive and file the Overall Work Program Budget vs. Actual Comparison Fiscal Year 2020/2021 July-March Report.

4. TRANSPORTATION DEVELOPMENT ACT FISCAL YEAR 2021/2022 APPORTIONMENT AND ALLOCATION FOR LOCAL TRANSPORTATION FUNDS, STATE TRANSIT ASSISTANCE FUNDS, AND STATE OF GOOD REPAIR FUNDS (THOMPSON)

REQUESTED ACTION: Adopt Resolution 20/21.29 approving the Transportation Development Act Fiscal Year 2021/2022 Apportionment and Allocation for Local Transportation Funds, State Transit Assistance Funds, and State of Good Repair Funds.

5. EL DORADO COUNTY TRANSIT AUTHORITY'S FISCAL YEAR 2021/2022 TRANSPORTATION DEVELOPMENT ACT CLAIM (THOMPSON)

REQUESTED ACTION: Adopt Resolution 20/21.30 approving the El Dorado County Transit Authority's Fiscal Year Transportation Development Act Claim in the amount of \$6,845,079.03.

6. FINAL AMENDMENT TO THE EL DORADO COUNTY TRANSPORTATION COMMISSION FUNDING POLICY AND GUIDANCE (DELORIA)

REQUESTED ACTION: By motion, approve the Final Amendment to the El Dorado County Transportation Commission Funding Policy and Guidance.

OPEN FORUM

Chair Taylor asked if anyone would like to speak from the audience. There were no public comments.

BUSINESS ITEMS

7. ACTIVE TRANSPORTATION PROGRAM FUNDING AUGMENTATION (DELORIA)

REQUESTED ACTION: Consider support of Cycle 5 Active Transportation Program funding augmentation and direct the Executive Director to submit a letter on behalf of the El Dorado County Transportation Commission's support to the appropriate legislative committee leadership.

There was no public comment.

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

MOTION/SECOND: Hidahl/Turnboo

AYES: Borelli, Hidahl, Parlin, Taylor, D. Thomas, Turnboo

ABSTAIN: None

NOES: None

ABSENT: W. Thomas

8. PROFESSIONAL SERVICES AGREEMENT FOR FREEWAY SERVICE PATROL (DELORIA)

REQUESTED ACTION: Authorize the Executive Director to enter into a professional services agreement between El Dorado County Transportation Commission and Extreme Towing to operate a Freeway Service Patrol along US 50 starting July 1, 2021 and ending June 30, 2026 for an hourly rate as follows:

- FY 2021/2022 - \$105.74
- FY 2022/2023 - \$105.74
- FY 2023/2024 - \$111.03
- FY 2024/2025 - \$116.58
- FY 2025/2026 - \$122.40

There was no public comment.

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

MOTION/SECOND: Turnboo/Borelli

AYES: Borelli, Hidahl, Parlin, Taylor, D. Thomas, Turnboo

ABSTAIN: None

NOES: None

ABSENT: W. Thomas

EXECUTIVE DIRECTOR'S REPORT

SOUTH LAKE TAHOE - CALTRANS – COMMISSIONER COMMENTS

ADJOURNMENT

The meeting was adjourned at 2:45 PM.

NOTE: The next regular meeting is scheduled for 2:00 PM on June 3, 2021; an online meeting.

CONSENT CALENDAR

STAFF REPORT

DATE: JUNE 3, 2021
TO: EL DORADO COUNTY TRANSPORTATION COMMISSION
FROM: KAREN THOMPSON, ADMINISTRATIVE SERVICES OFFICER
SUBJECT: APRIL 2021 CHECK REGISTER

REQUESTED ACTION

Receive and file the April 2021 Check Register (Attachment A).

BACKGROUND AND DISCUSSION

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

Stantec Consulting Services \$7,760.04
 March professional services for the El Dorado County Transit Authority Zero Emission Bus Fleet Conversion Plan, Work Element 228. This contract was approved at the November 5, 2020 EDCTC meeting.

David Turch and Associates \$5,417.00
 March Federal advocacy services, Work Element 410. This contract was approved at the April 2, 2020 EDCTC meeting.

Extreme Towing \$12,717.04
 March professional services for the Freeway Service Patrol Program, Work Element 130. The contract with Extreme Towing was approved at the May 5, 2016 EDCTC meeting.

Wood Rodgers \$3,650.22
 March 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.

Fehr & Peers \$10,088.58
 March professional services for the El Dorado Hills Business Park Community Transportation Plan, Work Element 261. This contract was approved at the April 4, 2019 EDCTC meeting.

Approved for Agenda:

Woodrow Deloria, Executive Director

Attachment A: April 2021 Check Register

El Dorado County Transportation Commission
Check Register
April 2021

Date	Name	Payment	Memo
04/01/2021	Carbon Copy	30.42	March 2021 Copy Machine Maintenance/Copies
04/01/2021	Ameritas Life Insurance Corp.	643.08	April 2021 Dental and Vision Premiums
04/01/2021	Benefit Coordinators Corporation	203.14	April 2021 Life/Disability Premiums
04/01/2021	CalPERS Health	7,973.44	April 2021 Health Premiums
04/07/2021	CalPERS Retirement System	3,387.41	April 2021 Contribution #1
04/12/2021	Stantec Consulting Services Inc.	7,760.04	* March 2021 EDCTA Zero Emission Bus Conversion Plan
04/12/2021	Cardmember Service - Visa DK	373.85	March Office Supplies/Stamps.com/Server backup
04/12/2021	Cardmember Service - Visa JB	15.16	Domain Name Renewal for eldoradobikemap.org
04/12/2021	Cardmember Service - Visa KT	154.99	Remote Access and Zoom Webinars March 2021
04/12/2021	Century Building Maintenance	450.00	March 2021 Building Maintenance
04/12/2021	David Turch and Associates	5,417.00	* March 2021 Federal Advocacy
04/12/2021	Extreme Towing	12,717.04	* March 2021 Freeway Service Patrol
04/12/2021	JS West Propane Gas	141.44	March 2021 Propane
04/12/2021	Sierra Office Supply & Printing	75.95	March 2021 Office Supplies
04/19/2021	PG&E	254.70	March 2021 Utilities
04/19/2021	Wood Rodgers	3,650.22	* March 2021 50 Corridor System User Analysis
04/20/2021	Umpqua Bank	72.54	March 2021 Analyzed Checking Fee
04/21/2021	CalPERS Retirement System	3,387.41	April 2021 Contribution #2
04/26/2021	Ashby Communications	195.00	Phone Repair
04/26/2021	AT&T	126.59	April 2021 Office Phones
04/26/2021	De Lage Landen Financial Services	203.78	May 2021 Copy Machine Lease Payment
04/26/2021	Fehr & Peers	10,088.58	* March 2021 El Dorado County Business Park Transportation Plan
04/26/2021	National Access LD	32.69	April 2021 Long Distance
04/26/2021	QuickBooks Payroll Service	482.00	Annual Payroll Subscription
04/26/2021	RTS IT, Inc.	600.00	May 2021 ITCare Silver Service Plan
04/26/2021	Steele Building Offices	4,517.00	May 2021 Office Rent
	Total	62,953.47	

CONSENT CALENDAR

STAFF REPORT

DATE: JUNE 3, 2021

TO: EL DORADO COUNTY TRANSPORTATION COMMISSION

FROM: KAREN THOMPSON, ADMINISTRATIVE SERVICES OFFICER

**SUBJECT: SURFACE TRANSPORTATION BLOCK GRANT PROGRAM FISCAL YEAR 2020/21
EXCHANGE APPORTIONMENT AND FUNDING AGREEMENTS BETWEEN EDCTC
AND THE CITY OF PLACERVILLE AND EDCTC AND
EL DORADO COUNTY**

REQUESTED ACTION

1. Adopt Resolution 20/21.31 (Attachment A) approving the Surface Transportation Block Grant Program (STBGP) FY 2020/21 Exchange Apportionment and Allocation (Attachment B).
2. Authorize the Executive Director to sign the 2020/21 Exchange Recipient Agreement between El Dorado County Transportation Commission (EDCTC) and the City of Placerville (Attachment C).
3. Authorize the Executive Director to sign the 2020/21 Exchange Recipient Agreement between EDCTC and El Dorado County (Attachment D).

BACKGROUND

The Regional Surface Transportation Program (RSTP) now known as the Surface Transportation Block Grant Program (STBGP) was established by California State Statute utilizing Surface Transportation Program Funds that are identified in Section 133 of Title 23 of the United States Code. The State of California allows smaller counties to exchange their apportionment of Federal STBGP funds for State Highway Account funds.

DISCUSSION

The EDCTC distributes the STBGP funds to the City of Placerville and El Dorado County as part of its responsibilities as the Regional Transportation Planning Agency (RTPA) for the Western Slope of El Dorado County. The funds are allocated according to the formula-based distribution policy approved February 3, 2011 with Resolution 10/11.16 (Attachment E). EDCTC executes agreements between EDCTC and the STBGP Exchange recipients to provide contract management and oversight of the program funds.

The City of Placerville approved their 2020/21 exchange appropriation of \$200,000 for the Smith Flat Road Paving and Storm Drain from the State Right of Way to Jacquier Road project. El Dorado County approved their 2020/21 exchange appropriation of \$580,670 as a match to the Intersection Safety/Pedestrian Safety Improvements, the Pleasant Valley Road Safety Improvements, the Green Valley Road Mound Springs Bridge Replacement project, and the Green Valley Road Indian Creek Bridge project.

Approved for Agenda:

Woodrow Deloria, Executive Director

- Attachments:
- A) EDCTC STBGP Resolution 20/21.31
 - B) 2020/21 STBGP Exchange Apportionment and Allocation
 - C) City of Placerville FY 2020/21 STBGP Exchange Recipient Agreement
 - D) El Dorado County FY 2020/21 STBGP Exchange Recipient Agreement
 - E) EDCTC Resolution 10/11.16 Regional Surface Transportation Exchange Program



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Councilmembers Representing City of Placerville: Patty Borelli, Kara Taylor, Dennis Thomas

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

RESOLUTION NO. 20/21.31

RESOLUTION OF THE EL DORADO COUNTY TRANSPORTATION COMMISSION APPROVING THE SURFACE TRANSPORTATION BLOCK GRANT PROGRAM FISCAL YEAR 2020/21 EXCHANGE APPORTIONMENT AND FUNDING AGREEMENTS BETWEEN EDCTC AND THE CITY OF PLACERVILLE AND EDCTC AND EL DORADO COUNTY

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 western slope of El Dorado County; 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 El Dorado County Transportation Commission, as the Regional Transportation Planning Agency, distributes the STBGP funds using the formula-based distribution policy adopted on February 3, 2011 after an agreement is executed between EDCTC and the STBGP recipient; and

WHEREAS, The City of Placerville approved their 2020/21 exchange appropriation of \$200,000 for the Smith Flat Road Paving and Storm Drain from the State Right of Way to Jacquier Road project at the City Council meeting on April 27, 2021; and

WHEREAS, El Dorado County approved their 2020/21 exchange appropriation of \$580,670 as a match to the Intersection Safety/Pedestrian Safety Improvements, the Pleasant Valley Road Safety Improvements, the Green Valley Road Mound Springs Bridge Replacement project, and the Green Valley Road Indian Creek Bridge project at the Board of Supervisor's meeting on May 11, 2021.

NOW THEREFORE, BE IT RESOLVED, that the El Dorado County Transportation Commission make the following apportionment and allocation of FY 2020/21 STBGP Exchange funds:

- To El Dorado County Transportation Commission in the amount of \$86,741
- To the City of Placerville in the amount of \$200,000
- To El Dorado County in the amount of \$580,670

BE IT FURTHER RESOLVED, the Executive Director is authorized to sign the Agreements between EDCTC and the City of Placerville and EDCTC and El Dorado County.

PASSED AND ADOPTED, by the El Dorado County Transportation Commission at their regular meeting on June 3, 2021 by the following vote:

Vote Pending

Attest:

Kara Taylor, Chairperson

Dana Keffer, Secretary to the Commission

SURFACE TRANSPORTATION BLOCK GRANT PROGRAM (RURAL STBGP EXCHANGE)
FY 2020/21 APPORTIONMENT AND ALLOCATION

El Dorado County West Slope STBGP FY 2020/21 Allocation 867,411.00

Total Balance Available for Apportionment 867,411.00

FY 2020/21 ALLOCATIONS

EDCTC Rural STBGP Planning and Programming (10% of Rural STBGP Exchange Funds) 86,741.00

Regional Priority Project -

Subtotal 86,741.00

**Remaining Balance Available for Formulaic Distribution to:
EDC Department of Transportation and City of Placerville**

780,670.00

City of Placerville - 19.2% (9.6% of Eligible Road Miles x 2)
of Available Balance or \$200,000 (whichever is greater)

19.2% of Available Funds =	149,888.64	or Minimum \$200,000
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200,000.00

EDC Department of Transportation -
80.8% of Available Balance or Balance of Remaining Funds 580,670.00

Total City of Placerville & El Dorado County Allocations 780,670.00

Total All Allocations 867,411.00

**AGREEMENT BETWEEN THE
EL DORADO COUNTY TRANSPORTATION COMMISSION
AND CITY OF PLACERVILLE FOR FY 2020/21
SURFACE TRANSPORTATION BLOCK GRANT PROGRAM
EXCHANGE FUNDS**

This agreement is made on _____ by and between the El Dorado County Transportation Commission, hereinafter referred to as “EDCTC,” and City of Placerville, hereinafter referred to as “STBGP Exchange Recipient.”

WHEREAS, as authorized by section 182.6(g) of the Streets and Highways Code, EDCTC has entered into agreement X21-6157(073) with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual Surface Transportation Block Grant Program (STBGP) apportionment to Caltrans in exchange for fiscal year (FY) 2020/21 nonfederal State Highway Account funds; and

WHEREAS, EDCTC is authorized to use these exchanged funds (hereinafter STBGP Exchange Funds) to assist local agencies to promote projects which otherwise qualify for STBGP funds; and

WHEREAS, EDCTC is required to execute formal written agreements between EDCTC and STBGP Exchange Recipients and provide oversight of the program funds; and

WHEREAS, the FY 2020/21 STBGP Exchange funds will be paid to the City of Placerville per the formula based distribution policy adopted by the EDCTC on February 3, 2011 after approval by the El Dorado County Transportation Commission and execution of this agreement; and

WHEREAS, EDCTC is implementing this agreement and Exhibit A to perform contract management and oversight of the STBGP Exchange Funds; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The STBGP Exchange Recipient agrees to use the funds only for the STBGP Exchange eligible project(s) described in Exhibit A.
2. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Agreement, by means of approval by the EDCTC Board of a revised Exhibit A, which shall be designated by a date and number (e.g., “Exhibit A-1 (DATE)”).
3. The STBGP Exchange Recipient agrees to mention EDCTC’s role in funding the project in any press release or media event held by the STBGP Exchange Recipient at the beginning and completion of the construction phase of the STBGP funded project.
4. EDCTC agrees to allocate all of these Funds only for those projects implemented by cities, counties, and other STBGP Eligible agencies as are authorized under Article XIX of the California State Constitution, in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

5. The STBGP Exchange Recipient agrees to submit a status report to EDCTC by April 30 each year with the details of the STBGP funding by project on Exhibit A.
6. STBGP Exchange Recipient agrees to establish a special account within its Special Gas Tax Fund for the purpose of depositing therein all payments received from EDCTC pursuant to this agreement.
7. The STBGP Exchange Recipient agrees to have a City Council approved budget appropriation of the STBGP Exchange project(s) within three years of the date of this agreement. The expiration date of these funds will be five years from the date funds were allocated by the EDCTC. Failure to complete the STBGP Exchange project(s) within the five years shall allow EDCTC to request repayment from the STBGP Exchange Recipient and reprogram such Exchange Funds for other purposes.
8. **COST PRINCIPLES**
 - A. EDCTC and STBGP Exchange Recipient agree to comply with Office of Management and Budget Supercircular 2 CFR 200, Cost Principles for State and Local Government and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 - B. STBGP Exchange Recipients will be obligated to agree that (A) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, Et Seq., shall be used to determine the allowability of individual project cost items and (B) STBGP Exchange Recipients shall comply with Federal Administrative Procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements To State And Local Governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 - C. Any Fund expenditures for costs which STBGP Exchange Recipient has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular 2 CFR 200 are subject to repayment to EDCTC and Caltrans. The implementation of the Supercircular will cancel 49 CFR Part 18.
9. **THIRD PARTY CONTRACTING**
 - A. STBGP Exchange Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of Caltrans. This provision shall not apply to professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f).
 - B. STBGP Exchange Recipient agrees that any subcontract or agreement entered into by STBGP Exchange Recipient using Funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel

and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 12, below.

- C. In addition to the above, the pre-award requirements of third party contractor/consultants with STBGP Exchange Recipient shall be consistent with Local Program Procedures as published by Caltrans.

10. ACCOUNTING SYSTEM

STBGP Exchange Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of STBGP Exchange Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for project payments.

11. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of STBGP Exchange Recipient's contracts with third parties, EDCTC, STBGP Exchange Recipient, STBGP Exchange Recipient's contractors and subcontractors and Caltrans shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for five years from the date of payment of Funds to STBGP Exchange Recipient. Caltrans, the California State Auditor, or any duly authorized representative of Caltrans or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and STBGP Exchange Recipient shall furnish copies thereof if requested.

12. TRAVEL AND SUBSISTENCE

Payments to STBGP Exchange Recipient for travel and subsistence expenses of STBGP Exchange Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State of California Department of Human Resources (Cal HR) rules. If the rates invoiced are in excess of those authorized Cal HR rates, then STBGP Exchange Recipient is responsible for the cost difference and any overpayments shall be reimbursed to EDCTC and Caltrans on demand.

13. PROJECT COMPLETION

STBGP Exchange Recipient agrees to provide to EDCTC a report summarizing total project costs and milestones for each project using this STBGP Exchange funding within sixty (60) days of completion.

14. TERMINATION DATE

This Agreement shall remain in effect for a period of five (5) years from the execution date of this Agreement.

IN WITNESS WHEREOF, EDCTC and STBGP Exchange Recipient execute this Agreement as follows:

EL DORADO COUNTY TRANSPORTATION COMMISSION

Woodrow Deloria
Executive Director

Date

STBGP Exchange Recipient:
CITY OF PLACERVILLE

M. Cleve Morris
City Manager

Date

EXHIBIT A**FY 2020/21**

El Dorado County Transportation Commission

Agreement # X21-6157 (073)

Surface Transportation Block Grant Program - Exchange Funds

EDCTC allocation to the City of Placerville approved on _____: \$200,000

Agency	Commission Approval Date	Fund Expiration Date	Project	Project Cost Estimate
City of Placerville			Smith Flat Road Paving and Storm Drain-From State Right of Way to Jacquier Road (CIP #42111)	\$200,000
Total				<u>\$200,000</u>

**AGREEMENT BETWEEN THE
EL DORADO COUNTY TRANSPORTATION COMMISSION
AND EL DORADO COUNTY DEPARTMENT OF TRANSPORTATION
FOR FY 2020/21 SURFACE TRANSPORTATION BLOCK GRANT PROGRAM
EXCHANGE FUNDS**

This agreement is made on _____ by and between the El Dorado County Transportation Commission, hereinafter referred to as “EDCTC,” and El Dorado County Department of Transportation, hereinafter referred to as “STBGP Exchange Recipient.”

WHEREAS, as authorized by section 182.6(g) of the Streets and Highways Code, EDCTC has entered into agreement X21-6157(073) with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual Surface Transportation Block Grant Program (STBGP) apportionment to Caltrans in exchange for fiscal year (FY) 2020/21 nonfederal State Highway Account funds; and

WHEREAS, EDCTC is authorized to use these exchanged funds (hereinafter STBGP Exchange Funds) to assist local agencies to promote projects which otherwise qualify for STBGP funds; and

WHEREAS, EDCTC is required to execute formal written agreements between EDCTC and STBGP Exchange Recipients and provide oversight of the program funds; and

WHEREAS, the FY 2020/21 STBGP Exchange funds will be paid to El Dorado County Department of Transportation per the formula based distribution policy adopted by EDCTC on February 3, 2011 after approval by the El Dorado County Transportation Commission and execution of this agreement; and

WHEREAS, EDCTC is implementing this agreement and Exhibit A to perform contract management and oversight of the STBGP Exchange Funds; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The STBGP Exchange Recipient agrees to use the funds only for the STBGP Exchange eligible project(s) described in Exhibit A.
2. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Agreement, by means of approval by the EDCTC Board of a revised Exhibit A, which shall be designated by a date and number (e.g., “Exhibit A-1 (DATE)”).
3. The STBGP Exchange Recipient agrees to mention EDCTC’s role in funding the project in any press release or media event held by the STBGP Exchange Recipient to promote a STBGP funded project.
4. EDCTC agrees to allocate all of these Funds only for those projects implemented by cities, counties, and other STBGP Eligible agencies as are authorized under Article XIX of the

California State Constitution, in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

5. The STBGP Exchange Recipient agrees to submit a status report to EDCTC by April 30 each year with the details of the STBGP funding by project listed on Exhibit A.
6. STBGP Exchange Recipient agrees to establish a special account within its Road Fund for the purpose of depositing therein all payments received from EDCTC pursuant to this agreement.
7. The STBGP Exchange Recipient agrees to have an approved budget appropriation of the STBGP Exchange project(s) within three years. The expiration date of these funds will be five years from the date funds were allocated by the El Dorado County Transportation Commission. Failure to complete the STBGP Exchange project(s) within the five years shall allow EDCTC to request repayment from the STBGP Exchange Recipient and reprogram such Exchange Funds for other purposes.

8. COST PRINCIPLES

- A. EDCTC and STBGP Exchange Recipient agree to comply with Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR, Subtitle A, Chapter II, Part 200 and in particular subpart E, Cost Principles, and appendices V and VII.
- B. STBGP Exchange Recipients will be obligated to agree that (A) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, Et Seq., shall be used to determine whether individual project cost items are allowable and (B) STBGP Exchange Recipients shall comply with Federal Administrative Procedures in accordance with 2 CFR 200 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every subrecipient receiving funds as a contractor or sub-contractor under this agreement shall comply with Federal administrative procedures in accordance with 2 CFR 200 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- C. Any Fund expenditures for costs which STBGP Exchange Recipient has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, Subtitle A, Chapter II, Part 200 and in particular subpart E, Cost Principles, and appendices V and VII.

9. THIRD PARTY CONTRACTING

- A. STBGP Exchange Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of Caltrans. This provision shall not apply to professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f).
- B. STBGP Exchange Recipient agrees that any subcontract or agreement entered into by

STBGP Exchange Recipient using Funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 12, below.

- C. In addition to the above, the pre-award requirements of third party contractor/ consultants with STBGP Exchange Recipient shall be consistent with Local Program Procedures as published by Caltrans.

10. ACCOUNTING SYSTEM

STBGP Exchange Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of STBGP Exchange Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for project payments.

11. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of STBGP Exchange Recipient's contracts with third parties, EDCTC, STBGP Exchange Recipient, STBGP Exchange Recipient's contractors and subcontractors and Caltrans shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for five years from the date of payment of Funds to STBGP Exchange Recipient. Caltrans, the California State Auditor, or any duly authorized representative of Caltrans or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and STBGP Exchange Recipient shall furnish copies thereof if requested.

12. TRAVEL AND SUBSISTENCE

Payments to STBGP Exchange Recipient for travel and subsistence expenses of STBGP Exchange Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State of California Department of Human Resources (Cal HR) rules. If the rates invoiced are in excess of those authorized Cal HR rates, then STBGP Exchange Recipient is responsible for the cost difference and any overpayments shall be reimbursed to EDCTC and Caltrans on demand.

13. PROJECT COMPLETION

STBGP Exchange Recipient agrees to provide to EDCTC a report summarizing total project costs and milestones for each project using this STBGP Exchange funding within sixty (60) days of completion.

14. TERMINATION DATE

This Agreement shall remain in effect for a period of five (5) years from the execution date

of this Agreement.

IN WITNESS WHEREOF, EDCTC and STBGP Exchange Recipient execute this Agreement as follows:

EL DORADO COUNTY TRANSPORTATION COMMISSION

Woodrow Deloria
Executive Director

Date

STBGP Exchange Recipient:
EL DORADO COUNTY

John Hidahl, Chair
El Dorado County Board of Supervisors

Date

EXHIBIT A

FY 2020/21

El Dorado County Transportation Commission
Agreement # X21-6157 (073)
Surface Transportation Block Grant Program - Exchange Funds

EDCTC allocation to El Dorado County Department of Transportation approved on
_____ : \$ 580,670.00

Agency	Commission Approval Date	Fund Expiration Date	Project	Cost Estimate- STBGP Share
El Dorado County			36105061 (#72196) Intersection Safety/Pedestrian Safety Improvements	\$37,000.00
El Dorado County			36105062 (#72197) Pleasant Valley Road Safety Improvements	\$32,425.00
El Dorado County			36105014 (#77127) Green Valley Road at Indian Creek - Bridge Replacement	\$255,622.50
El Dorado County			36105015 (#77136) Green Valley Road at Mound Springs Creek - Bridge Replacement	\$255,622.50
Total				<u>\$580,670.00</u>



2828 Easy Street Suite 1 | Placerville CA 95667 | tel: 530.642.5260 | fax: 530.642.5266 | www.edctc.org

Councilmembers Representing City of Placerville

Patty Borelli, Vice Chair

Mark Acuna

Carl Hagen

Kathryn Mathews, Executive Director

Supervisors Representing El Dorado County

John Knight, Chair

Ray Nutting

Jack Sweeney

RESOLUTION 10/11.16

**RESOLUTION OF THE EL DORADO COUNTY TRANSPORTATION COMMISSION
APPROVING THE POLICY FOR FORMULA-BASED DISTRIBUTION OF
RURAL REGIONAL SURFACE TRANSPORTATION PROGRAM FUNDS**

WHEREAS, pursuant to California Government Code, Title 7.91, 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, Caltrans exchanges Federal RSTP Funds for State Funds for EDCTC as a Rural Regional Transportation Planning Agency; and

WHEREAS, it is the responsibility of the El Dorado County Transportation Commission, in accordance with Caltrans Local Assistance Program Guidance, as the Regional Transportation Planning Agency (RTPA) receiving an apportionment of Rural RSTP funding, to "provide application rules for project listings" in our jurisdiction; and

WHEREAS, EDCTC and partner jurisdictions have developed a method for formula-based distribution of Rural RSTP Funds; as follows;

- To EDCTC for Overall Work Program, including: planning, programming, project monitoring, and grant matching funds, up to a maximum of 10% of available RSTP; and
- To a regional project, as determined by EDCTC jurisdictions, annually, when applicable; and
- To the City of Placerville utilizing 2 times the City's RSTP Eligible centerline mileage, applied as a percentage to available funds, or \$200,000, whichever is greater; and
- To the El Dorado County Department of Transportation, all remaining funds; and

WHEREAS, the formula shall be applied annually upon EDCTC's receipt of estimated or actual funding levels for Rural RSTP; and

WHEREAS, the policy shall be reviewed every ten years, or upon incorporation of a new jurisdiction, or at the request of the City of Placerville, El Dorado County, or El Dorado County Transit Authority; and

NOW THEREFORE, BE IT RESOLVED, that the El Dorado County Transportation Commission approves the policy for formula-based distribution of Rural RSTP funding.

PASSED AND APPROVED, by the El Dorado County Transportation Commission governing body at the regular meeting held on February 3, 2011, by the following vote:

AYES: Acuna, Borelli, Briggs, Hagen, Knight, Nutting, Sweeney

NOES: None

ABSTAIN: None

ABSENT: None



Patty Borelli, Chairperson

Attest:



Joni G. Rice, Secretary to the Commission

BUSINESS ITEM**STAFF REPORT**

DATE: JUNE 3, 2021
TO: EL DORADO COUNTY TRANSPORTATION COMMISSION
FROM: KAREN THOMPSON, ADMINISTRATIVE SERVICES OFFICER
SUBJECT: FISCAL YEAR 2021/22 FINAL OVERALL WORK PROGRAM, BUDGET,
AND GOALS AND OBJECTIVES

REQUESTED ACTION

Adopt Resolution 20/21.32 (Attachment A), approving the Fiscal Year (FY) 2021/22 Final 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 Draft OWP was presented at the February 4, 2021 Commission Meeting. The following changes were made to the Final OWP and Budget from the Draft:

1. Fiber optic internet was installed at the EDCTC office during FY 2020/21 which increased Communications \$1,440 for FY 2021/22.
2. Work Element 112, Administrative Guidebook Training increased \$4,750. The training was anticipated to start in FY 2020/21 and finish in FY 2021/22, but it was delayed to accommodate in person training in the fall of FY 2021.
3. Work Element 130, Freeway Service Patrol professional services amount increased \$8,000 due to a new contract with an increase of \$5.96 in the hourly rate.
4. The annual payment to SACOG is based on 2% of the estimated Local Transportation Funds (LTF). The amount in the Draft OWP was based on the FY 2020/21 reduced amount because the 2021/22 projections were not available at the time the Draft OWP was completed. The FY 2021/22 estimated LTF increased to pre-COVID amounts which increased SACOG's allocation by \$28,000.
5. Professional services increased \$30,000 in Work Element 259, SR 49 American River Confluence Study. The amount in the Draft OWP was \$120,000 anticipating the contract starting in the current fiscal year. The contract will not start until next fiscal year so the entire amount of \$150,000 was added to professional services in the FY 2021/22 Final OWP.
6. Professional services increased \$71,081 in Work Element 253 for additional outreach for the US 50 Access Control Proof of Concept Pilot Outreach and Awareness Work Plan.
7. Work Element 261, El Dorado Hills Business Park Community Transportation Plan, was added to the Final OWP. This grant funded project was not included in the Draft OWP because it was expected to be complete by June 30, 2021. This project has been delayed due to COVID and is expected to be complete by December 2021.

The budget detail was reviewed with Chair Taylor and Vice Chair Hidahl on May 28, 2021. The total amount of the FY 2021/22 Final OWP and Budget is \$2,008,628.49 which is an increase of \$182,614.

Approved for Agenda:

Woodrow Deloria, Executive Director

Attachments: A) EDCTC Resolution 20/21.32
 B) FY 2021/22 Final Overall Work Program, Budget, and Goals and Objectives (*provided under separate cover*)



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 Turnbo

RESOLUTION 20/21.32

RESOLUTION OF THE EL DORADO COUNTY TRANSPORTATION COMMISSION APPROVING FISCAL YEAR 2021/22 FINAL OVERALL WORK PROGRAM, BUDGET, AND GOALS AND OBJECTIVES

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) 2021/22 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 EDCTC cafeteria plan budget for FY 2021/22 is \$1,247 per pay period; and

WHEREAS, the Draft OWP was presented at the March 4, 2021 Commission meeting.

NOW, THEREFORE, BE IT RESOLVED, that the El Dorado County Transportation Commission hereby approves the FY 2021/22 Final Overall Work Program, Budget, Goals and Objectives with a total budget of \$2,008,628.49.

PASSED AND APPROVED by the El Dorado County Transportation Commission governing body at the regular meeting held on June 3, 2021 by the following vote:

Vote Pending

Attest:

Kara Taylor, Chairperson

Dana Keffer, Secretary to the Commission

BUSINESS ITEM**STAFF REPORT**

DATE: JUNE 3, 2021
TO: EL DORADO COUNTY TRANSPORTATION COMMISSION
FROM: KAREN THOMPSON, ADMINISTRATIVE SERVICES OFFICER
SUBJECT: CONSIDERATION AND APPROVAL OF THE ESTABLISHMENT OF A CALIFORNIA EMPLOYERS' PENSION PREFUNDING TRUST ACCOUNT WITH CALPERS

REQUESTED ACTION

1. Adopt Resolution 20/21.33 (Attachment A), Approving the Establishment of a California Employers' Pension Prefunding Trust (CEPPT) Account with CalPERS for the Purpose of Prefunding the El Dorado County Transportation Commission's Required Pension Contributions and Authorize an Initial \$50,000 Payment to Open the Trust Account.
2. Authorize the Chair and the Executive Director to execute required documentation for participation in the CEPPT.

BACKGROUND

In September of 2018, the California State Legislature passed Senate Bill 1413 (SB 1413) which created the California Employers' Pension Prefunding Trust (CEPPT). The CEPPT is a special irrevocable trust fund, that allows State and local public agencies that provide a defined benefit pension plan to their employees to prefund their pension contributions. A defined benefit plan is prefunded when it is a trust fund for the purpose of investing employer assets toward future required pension contributions. Required pension contributions include any pension liabilities, ongoing payroll contributions and administrative costs.

DISCUSSION

Under SB 1413, CalPERS has implemented a new CEPPT trust fund that allows public employers to prefund their future pension costs. The new program provides the state and public agencies an additional investment vehicle to accumulate assets over time to help manage long-term costs. Establishing a CEPPT trust fund provides an opportunity for EDCTC to address its pension costs and liabilities.

Some of the benefits of the CalPERS CEPPT Trust:

- Assets in the trust can be used to manage growing pension liabilities, including future normal costs and UAL payments.
- Contributions to the Trust, from both a funding and timing perspective, are controlled by EDCTC and are voluntary.
- Promotes fiscal responsibility and accountability for EDCTC to deal with long term pension liabilities and costs.
- EDCTC can select an asset allocation strategy that matches its tolerance for risk, given the investment time horizon.
- Assets held in trust allow for greater investment flexibility and risk diversification compared to EDCTC's general investments.

- Assets can be used to stabilize rates – to offset unexpected contribution rate increases or be used as a rainy-day fund when revenues are impaired based on economic or other conditions.
- The Trust is used to reimburse EDCTC for CalPERS pension contributions or for making direct payments to CalPERS pension.
- Provides effective cost management, low administrative fees, investment management, GASB compliant financial reporting, streamlined transfers, and an established working relationship with CalPERS.

Approved for Agenda:

Woodrow Deloria, Executive Director

Attachments: A) EDCTC Resolution 20/21.33
B) CEPPT Agreement and Election to Prefund Employer Contributions to a Defined Benefit Pension Plan



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Councilmembers Representing City of Placerville: Patty Borelli, Kara Taylor, Dennis Thomas

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

RESOLUTION 20/21.33

RESOLUTION OF THE EL DORADO COUNTY TRANSPORTATION COMMISSION AUTHORIZING PARTICIPATION IN THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM, CALIFORNIA EMPLOYERS' PENSION PREFUNDING TRUST

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 2019, CalPERS opened for participation the [California Employers' Pension Prefunding Trust \(CEPPT\)](#) fund. It is a Section 115 Employer Pension Contribution prefunding trust that allows state and local public agencies that participate in defined benefit public pension systems to voluntarily prefund employer contributions; and

WHEREAS, EDCTC participates in the CalPERS pension program; and

WHEREAS, the Commission has deemed it to be in the EDCTC's best financial interest to open a CEPPT to pre-fund the pension unfunded liability and Future Normal Cost associated with required pension contributions; and

NOW, THEREFORE, BE IT RESOLVED, that the El Dorado County Transportation Commission hereby approves and directs staff to join the California Employers' Pension Prefunding Trust; and

NOW, THEREFORE, BE IT RESOLVED, that the El Dorado County Transportation Commission hereby authorizes the Executive Director and Commission Chair to execute required documentation for participation in the California Employers' Pension Prefunding Trust; and

NOW, THEREFORE, BE IT RESOLVED, that the El Dorado County Transportation Commission hereby delegates authority to request disbursements to the EDCTC Chair, the Executive Director, and the Administrative Services Officer; and

NOW, THEREFORE, BE IT RESOLVED, that the El Dorado County Transportation Commission hereby approves and directs staff to pre-fund the trust with \$50,000; and

PASSED AND APPROVED by the El Dorado County Transportation Commission governing body at the regular meeting held on June 3, 2021 by the following vote:

Vote Pending

Attest:

Kara Taylor, Chair

Dana Keffer, Secretary to the Commission

CALIFORNIA EMPLOYERS' PENSION PREFUNDING TRUST PROGRAM

AGREEMENT AND ELECTION OF

(NAME OF EMPLOYER)

to Prefund Employer Contributions to a Defined Benefit Pension Plan

WHEREAS (1) Government Code (GC) Section 21711(a) establishes in the State Treasury the California Employers' Pension Prefunding Trust Fund (CEPPT), a special trust fund for the purpose of allowing eligible employers to prefund their required pension contributions to a defined benefit pension plan (each an Employer Pension Plan) by receiving and holding in the CEPPT amounts that are intended to be contributed to an Employer Pension Plan at a later date; and

WHEREAS (2) GC Section 21711(b) provides that the California Public Employees' Retirement System (CalPERS) Board of Administration (Board) has sole and exclusive control of the administration and investment of the CEPPT, the purposes of which include, but are not limited to (i) receiving contributions from participating employers; (ii) investing contributed amounts and income thereon, if any, in order to receive yield on the funds; and (iii) disbursing contributed amounts and income thereon, if any, to pay for costs of administration of the CEPPT and to deposit employer contributions into Employer Pension Plans in accordance with their terms; and

WHEREAS (3) _____
(NAME OF EMPLOYER)

(Employer) desires to participate in the CEPPT upon the terms and conditions set by the Board and as set forth herein; and

WHEREAS (4) Employer may participate in the CEPPT upon (i) approval by the Board and (ii) filing a duly adopted and executed Agreement and Election to Prefund Employer Contributions to a Defined Benefit Pension Plan (Agreement) as provided in the terms and conditions of the Agreement; and

WHEREAS (5) The CEPPT is a trust fund that is intended to perform an essential governmental function (that is, the investment of funds by a State, political subdivision or 115 entity) within the meaning of Internal Revenue Code (Code) Section 115 and Internal Revenue Service Revenue Ruling 77-261, and as an Investment Trust Fund, as defined in Governmental Accounting Standards Board (GASB) Statement No. 84, Paragraph 16, for accounting and financial reporting of fiduciary activities from the

external portion of investment pools and individual investment accounts that are held in a trust that meets the criteria in Paragraph 11c(1).

WHEREAS (6) The CEPPT is not a Code Section 401(a) qualified trust and the assets held in the CEPPT are not assets of any Employer Pension Plan or any plan qualified under Code Section 401(a).

NOW, THEREFORE, BE IT RESOLVED THAT EMPLOYER HEREBY MAKES THE FOLLOWING REPRESENTATION AND WARRANTY AND THAT THE BOARD AND EMPLOYER AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

A. Employer Representation and Warranty

Employer hereby represents and warrants that it is the State of California or a political subdivision thereof, or an entity whose income is excluded from gross income under Code Section 115(1).

B. Adoption and Approval of the Agreement; Effective Date; Amendment

(1) Employer's governing body shall elect to participate in the CEPPT by adopting this Agreement and filing with the Board a true and correct original or certified copy of this Agreement as follows:

Filing by mail, send to: CalPERS
CEPPT
P.O. Box 1494
Sacramento, CA 95812-1494

Filing in person, deliver to: CalPERS Mailroom
CEPPT
400 Q Street
Sacramento, CA 95811

(2) Upon receipt of the executed Agreement, and after approval by the Board, the Board shall fix an effective date and shall promptly notify Employer of the effective date of the Agreement. Employer shall provide the Board such other documents as the Board may request, including, but not limited to a certified copy of the resolution(s) of the governing body of Employer authorizing the adoption of the Agreement and documentation naming Employer's successor entity in the event that Employer ceases to exist prior to termination of this Agreement.

(3) The terms of this Agreement may be amended only in writing upon the agreement of both the Board and Employer, except as otherwise provided herein. Any such amendment or modification to this Agreement shall be adopted and executed in the same manner as required for the Agreement. Upon receipt of the executed amendment or modification, the Board shall fix the effective date of the amendment or modification.

(4) The Board shall institute such procedures and processes as it deems necessary to administer the CEPPT, to carry out the purposes of this Agreement, and to maintain the tax-exempt status of the CEPPT. Employer agrees to follow such procedures and processes.

C. Employer Reports Provided for the Board's Use in Trust Administration and Financial Reporting and Employer Contributions

(1) Employer shall provide to the Board a defined benefit pension plan cost report on the basis of the actuarial assumptions and methods prescribed by Actuarial Standards of Practice (ASOP) or prescribed by GASB. Such report shall be for the Board's use in trust administration and financial reporting and shall be prepared at least as often as the minimum frequency required by applicable GASB Standards. This defined benefit pension plan cost report may be prepared as an actuarial valuation report or as a GASB compliant financial report. Such report shall be:

- 1) prepared and signed by a Fellow or Associate of the Society of Actuaries who is also a Member of the American Academy of Actuaries or a person with equivalent qualifications acceptable to the Board;
- 2) prepared in accordance with ASOP or with GASB; and
- 3) provided to the Board prior to the Board's acceptance of contributions for the reporting period or as otherwise required by the Board.

(2) In the event that the Board determines, in its sole discretion, that Employer's cost report is not suitable for the Board's purposes and use or if Employer fails to provide a required report, the Board may obtain, at Employer's expense, a report that meets the Board's trust administration and financial reporting needs. At the Board's option, the Board may recover the costs of obtaining the report either by billing and collecting such amount from Employer or through a deduction from Employer's Prefunding Account (as defined in Paragraph D(2) below).

(3) Employer shall notify the Board in writing of the amount and timing of contributions to the CEPPT, which contributions shall be made in the manner established by the Board and in accordance with the terms of this Agreement and any procedures adopted by the Board.

(4) The Board may limit Employer's contributions to the CEPPT to the amount necessary to fully fund the actuarial present value of total projected benefit payments not otherwise prefunded through the applicable Employer Pension Plan (Unfunded PVFB), as set forth in Employer's cost report for the applicable period. If Employer's contribution would cause the assets in Employer's Prefunding Account to exceed the Unfunded PVFB, the Board may refuse to accept the contribution. If Employer's cost report for the applicable period does not set forth the Unfunded PVFB, the Board may

refuse to accept a contribution from Employer if the contribution would cause the assets in Employer's Prefunding Account to exceed Employer's total pension liability, as set forth in Employer's cost report.

(5) No contributions are required. Contributions can be made at any time following the effective date of this Agreement if Employer has first complied with the requirements of this Agreement, including Paragraph C.

(6) Employer acknowledges and agrees that assets held in the CEPPT are not assets of any Employer Pension Plan or any plan qualified under Code Section 401(a), and will not become assets of such a plan unless and until such time as they are distributed from the CEPPT and deposited into an Employer Pension Plan.

D. Administration of Accounts; Investments; Allocation of Income

(1) The Board has established the CEPPT as a trust fund consisting of an aggregation of separate single-employer accounts, with pooled administrative and investment functions.

(2) All Employer contributions and assets attributable to Employer contributions shall be separately accounted for in the CEPPT (Employer's Prefunding Account). Assets in Employer's Prefunding Account will be held for the exclusive purpose of funding Employer's contributions to its Employer Pension Plan(s) and defraying the administrative expenses of the CEPPT.

(3) The assets in Employer's Prefunding Account may be aggregated with the assets of other participating employers and may be co-invested by the Board in any asset classes appropriate for a Code Section 115 trust, subject to any additional requirements set forth in applicable law, including, but not limited to, subdivision (d) of GC Section 21711. Employer shall select between available investment strategies in accordance with applicable Board procedures.

(4) The Board may deduct the costs of administration of the CEPPT from the investment income of the CEPPT or from Employer's Prefunding Account in a manner determined by the Board.

(5) Investment income earned shall be allocated among participating employers and posted to Employer's Prefunding Account daily Monday through Friday, except on holidays, when the allocation will be posted the following business day.

(6) If, at the Board's sole discretion and in compliance with accounting and legal requirements applicable to an Investment Trust Fund and to a Code Section 115 compliant trust, the Board determines to its satisfaction that all obligations to pay defined benefit pension plan benefits in accordance with the applicable Employer Pension Plan terms have been satisfied by payment or by defeasance with no remaining risk regarding the amounts to be paid or the value of assets held in the

CEPPT, then the residual Employer assets held in Employer's Prefunding Account may be returned to Employer.

E. Reports and Statements

(1) Employer shall submit with each contribution a contribution report in the form and containing the information prescribed by the Board.

(2) The Board, at its discretion but at least annually, shall prepare and provide a statement of Employer's Prefunding Account reflecting the balance in Employer's Prefunding Account, contributions made during the period covered by the statement, investment income allocated during such period, and such other information as the Board may determine.

F. Disbursements

(1) Employer may receive disbursements from the CEPPT not to exceed, on an annual basis, the amount of the total annual Employer contributions to Employer's Pension Plan for such year.

(2) Employer shall notify the Board in writing in the manner specified by the Board of the persons authorized to request disbursements from the CEPPT on behalf of Employer.

(3) Employer's request for disbursement shall be in writing signed by Employer's authorized representative, in accordance with procedures established by the Board, and the Board may rely conclusively upon such writing. The Board may, but is not required to, require that Employer certify or otherwise demonstrate that amounts disbursed from Employer's Prefunding Account will be used solely for the purposes of the CEPPT. However, in no event shall the Board have any responsibility regarding the application of distributions from Employer's Prefunding Account.

(4) No disbursement shall be made from the CEPPT which exceeds the balance in Employer's Prefunding Account.

(5) Requests for disbursements that satisfy the above requirements will be processed on at least a monthly basis.

(6) The Board shall not be liable for amounts disbursed in error if it has acted upon the written instruction of an individual authorized by Employer to request disbursements, and is under no duty to make any investigation or inquiry about the correctness of such instruction. In the event of any other erroneous disbursement, the extent of the Board's liability shall be the actual dollar amount of the disbursement, plus interest at the actual earnings rate but not less than zero.

G. Costs of Administration

Employer shall pay its share of the costs of administration of the CEPPT, as determined by the Board and in accordance with Paragraph D.

H. Termination of Employer's Participation in the CEPPT

(1) The Board may terminate Employer's participation in the CEPPT if:

- (a) Employer's governing body gives written notice to the Board of its election to terminate; or
- (b) The Board determines, in its sole discretion, that Employer has failed to satisfy the terms and conditions of applicable law, this Agreement or the Board's rules, regulations or procedures.

(2) If Employer's participation in the CEPPT terminates for either of the foregoing reasons, all assets in Employer's Prefunding Account shall remain in the CEPPT, except as otherwise provided below, and shall continue to be invested and accrue income as provided in Paragraph D, and Employer shall remain subject to the terms of this Agreement with respect to such assets.

(3) After Employer's participation in the CEPPT terminates, Employer may not make further contributions to the CEPPT.

(4) After Employer's participation in the CEPPT terminates, disbursements from Employer's Prefunding Account may continue upon Employer's instruction or otherwise in accordance with the terms of this Agreement.

(5) After Employer's participation in the CEPPT terminates, the governing body of Employer may request either:

- (a) A trustee to trustee transfer of the assets in Employer's Prefunding Account to a trust dedicated to prefunding Employer's required pension contributions; provided that the Board shall have no obligation to make such transfer unless the Board determines that the transfer will satisfy applicable requirements of the Code, other law and accounting standards, and the Board's fiduciary duties. If the Board determines that the transfer will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the transfer. The amount to be transferred shall be the amount in Employer's Prefunding Account as of the date of the transfer (the "transfer date") and shall include investment earnings up to an investment earnings allocation date preceding the transfer date. In no event shall the investment earnings allocation date precede the transfer date by more than 150 days.

- (b) A disbursement of the assets in Employer's Prefunding Account; provided that the Board shall have no obligation to make such disbursement unless the Board determines that, in compliance with the Code, other law and accounting standards, and the Board's fiduciary duties, all of Employer's obligations for payment of defined benefit pension plan benefits and reasonable administrative costs of the Board have been satisfied. If the Board determines that the disbursement will satisfy these requirements, the Board shall then have one hundred fifty (150) days from the date of such determination to effect the disbursement. The amount to be disbursed shall be the amount in Employer's Prefunding Account as of the date of the disbursement (the "disbursement date") and shall include investment earnings up to an investment earnings allocation date preceding the disbursement date. In no event shall the investment earnings allocation date precede the disbursement date by more than 150 days.

(6) After Employer's participation in the CEPPT terminates and at such time that no assets remain in Employer's Prefunding Account, this Agreement shall terminate. To the extent that assets remain in Employer's Prefunding Account, this Agreement shall remain in full force and effect.

(7) If, for any reason, the Board terminates the CEPPT, the assets in Employer's Prefunding Account shall be paid to Employer to the extent permitted by law and Code Section 115 after retention of (i) an amount sufficient to pay the Unfunded PVFB as set forth in a current defined benefit pension plan(s) cost report prepared in compliance with ASOP and the requirements of Paragraph C(1), and (ii) amounts sufficient to pay reasonable administrative costs of the Board. Amounts retained by the Board to pay the Unfunded PVFB shall be transferred to (i) another Code Section 115 trust dedicated to prefunding Employer's required pension contributions, subject to the Board's determination that such transfer will satisfy applicable requirements of the Code, other law and accounting standards, and the Board's fiduciary duties or (ii) Employer's Pension Plan, subject to acceptance by Employer's Pension Plan.

(8) If Employer ceases to exist but Employer's Prefunding Account continues to exist, and if no provision has been made to the Board's satisfaction by Employer with respect to Employer's Prefunding Account, the Board shall be permitted to identify and appoint a successor to Employer under this Agreement, provided that the Board first determines, in its sole discretion, that there is a reasonable basis upon which to identify and appoint such a successor and provided further that such successor agrees in writing to be bound by the terms of this Agreement. If the Board is unable to identify or appoint a successor as provided in the preceding sentence, then the Board is authorized to appoint a third-party administrator or other successor to act on behalf of Employer under this Agreement and to otherwise carry out the intent of this Agreement with respect to Employer's Prefunding Account. Any and all costs associated with such appointment shall be paid from the assets attributable to Employer's Prefunding Account. At the Board's option, and subject to acceptance by Employer's Pension Plan,

the Board may instead transfer the assets in Employer's Prefunding Account to Employer's Pension Plan and terminate this Agreement.

(9) If the Board determines, in its sole discretion, that Employer has breached the representation and warranty set forth in Paragraph A., the Board shall take whatever action it deems necessary to preserve the tax-exempt status of the CEPPT.

I. Indemnification

Employer shall indemnify, defend, and hold harmless CalPERS, the Board, the CEPPT, and all of the officers, trustees, agents and employees of the foregoing from and against any loss, liability, claims, causes of action, suits, or expense (including reasonable attorneys' fees and defense costs, lien fees, judgments, fines, penalties, expert witness fees, appeals, and claims for damages of any nature whatsoever) not charged to the CEPPT and imposed as a result of, arising out of, related to or in connection with (1) the performance of the Board's duties or responsibilities under this Agreement, except to the extent that such loss, liability, suit or expense results or arises from the Board's own gross negligence, willful misconduct or material breach of this Agreement, or (2) without limiting the scope of Paragraph F(6) of this Agreement, any acts taken or transactions effected in accordance with written directions from Employer or any of its authorized representatives or any failure of the Board to act in the absence of such written directions to the extent the Board is authorized to act only at the direction of Employer.

J. General Provisions

(1) Books and Records

Employer shall keep accurate books and records connected with the performance of this Agreement. Such books and records shall be kept in a secure location at Employer's office(s) and shall be available for inspection and copying by the Board and its representatives.

(2) Notice

(a) Any notice or other written communication pursuant to this Agreement will be deemed effective immediately upon personal delivery, or if mailed, three (3) days after the date of mailing, or if delivered by express mail or e-mail, immediately upon the date of confirmed delivery, to the following:

For the Board:

Filing by mail, send to:
CalPERS
CEPPT
P.O. Box 1494
Sacramento, CA 95812-1494

Filing in person, deliver to:
CalPERS Mailroom
CEPPT
400 Q Street
Sacramento, CA 95811

For Employer:

(b) Either party to this Agreement may, from time to time by notice in writing served upon the other, designate a different mailing address to which, or a different person to whom, all such notices thereafter are to be addressed.

(3) Survival

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of this Agreement shall survive the termination of this Agreement.

(4) Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

(5) Necessary Acts; Further Assurances

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

(6) Incorporation of Amendments to Applicable Laws and Accounting Standards

Any references to sections of federal or state statutes or regulations or accounting standards shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

(7) Days

Wherever in this Agreement a set number of days is stated or allowed for a particular event to occur, the days are understood to include all calendar days, including weekends and holidays, unless otherwise stated.

(8) No Third Party Beneficiaries

Except as expressly provided herein, this Agreement is for the sole benefit of the parties hereto and their permitted successors and assignees, and nothing herein, expressed or implied, will give or be construed to give any other person any legal or equitable rights hereunder. Notwithstanding the foregoing, CalPERS, the CEPPT, and all of the officers, trustees, agents and employees of CalPERS, the CEPPT and the Board shall be considered third party beneficiaries of this Agreement with respect to Paragraph I above.

(9) Counterparts

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

A majority vote of Employer's Governing Body at a public meeting held on the _____ day of the month of _____ in the year _____, authorized entering into this Agreement.

Signature of the Presiding Officer: _____

Printed Name of the Presiding Officer: _____

Name of Governing Body: _____

Name of Employer: _____

Date: _____

BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____

ARNITA PAIGE

DIVISION CHIEF, PENSION CONTRACT AND PREFUNDING PROGRAMS
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

To be completed by CalPERS

The effective date of this Agreement is: _____

BUSINESS ITEM**STAFF REPORT**

DATE: JUNE 3, 2021
TO: EL DORADO COUNTY TRANSPORTATION COMMISSION
FROM: JERRY BARTON, SENIOR TRANSPORTATION PLANNER
SUBJECT: PROGRAMMING STRATEGY FOR CORONAVIRUS RESPONSE AND RELIEF
SUPPLEMENTAL APPROPRIATIONS ACT TRANSPORTATION FUNDING

REQUESTED ACTION

Approve the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 Programming Strategy and authorize the Executive Director to bring a project list to the California Transportation Commission (CTC) for Approval in August 2021.

BACKGROUND

The Federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSSA) apportioned \$911.8 million to California. Under the Act, the CRRSSA Funds may be used for a broad range of surface transportation purposes listed in Section 113(b) of Title 23 of the U.S. Code and are meant to “prevent, prepare for, and respond to coronavirus.” At the March 2021 CTC meeting, the CTC approved the COVID Relief funding distribution and regional apportionments for the CRRSAA Program. The CTC approved funding distribution of the CRRSAA funding through two existing funding programs, the Surface Transportation Block Grant Program (STBGP) and the State Transportation Improvement Program (STIP).

Project eligibility for the CRRSAA program is outlined in the Highway Infrastructure Programs – CRRSSA Implementation Guidance, dated February 24, 2021, and includes all activities eligible under the STBGP in addition to; routine maintenance; operations; personnel, including salaries of employees or contractors; debt service payment; availability payments and coverage for other revenue losses. EDCTC’s apportionment of the STBGP share of CRRSAA funding is \$729,695.

EDCTC will also receive \$874,084 through a STIP share of CRRSAA funding which will be made available to jurisdictions through a Regional Transportation Improvement Program mid cycle augmentation. EDCTC will consider the programming of STIP CRRSAA funding at a future meeting.

DISCUSSION

In accordance with CTC guidelines for distribution of CRRSAA STBGP funding, regions are required to submit a project list that identifies each project that will receive COVID Relief funding through the CRRSAA Program. The list may be for the region’s full apportionment or reflect a portion of funding. The project list will include project name(s), brief description, the amount of COVID Relief funding that each project is requesting and total project cost. EDCTC’s regional apportionment is \$729,695, the proposed funding strategy is outlined in the following table:

EDCTC Regional CRRSAA Programming Strategy	
Funding Amount	Project Description
\$271,080.66	<ul style="list-style-type: none">• US 50 Access Control Proof of Concept Pilot (\$200,000)• US 50 Corridor Access Control Proof of Concept Pilot Outreach and Awareness Work Plan (\$71,080.66)
\$458,614.34	El Dorado County Department of Transportation Priority Local Road Rehabilitation Projects

This regional CRRSAA programming strategy outlined above allows for implementation of the US 50 Access Control Proof of Concept Pilot and associated public outreach efforts, plus funding to the El Dorado County Department of Transportation (DOT) for high priority local road rehabilitation projects identified through the County's pavement management program.

Should the EDCTC Board approve the funding strategy outlined in the table above, staff will forward the project list to the CTC for approval immediately. EDCTC staff will provide an update to the Commission on the County's CRRSAA funded projects at the August meeting.

Approved for Agenda:

Woodrow Deloria, Executive Director

BUSINESS ITEM**STAFF REPORT**

DATE: JUNE 3, 2021

TO: EL DORADO COUNTY TRANSPORTATION COMMISSION

FROM: JERRY BARTON, SENIOR TRANSPORTATION PLANNER

SUBJECT: US 50 ACCESS CONTROL PROOF OF CONCEPT PILOT OUTREACH STRATEGY
PROFESSIONAL SERVICES AGREEMENT

REQUESTED ACTION

Authorize the Executive Director to enter into a Professional Services Agreement with AIM Consulting for implementation of the US 50 Corridor Access Control Proof of Concept Pilot Outreach and Awareness Work Plan in the amount of \$71,080.66.

BACKGROUND

The El Dorado County Transportation Commission (EDCTC) was awarded a Caltrans Sustainable Transportation Planning Grant to complete the US 50 Corridor System User Analysis, Investment Strategy, and Access Control Action Plan. This Three-Part Planning effort will complete the following:

- 1) Conduct a System User Travel Analysis: Address long term problems associated with limited data availability in the US 50 Corridor within El Dorado County and beyond. The system user travel analysis will prepare comprehensive circulation and traffic data along US 50 to update and fill existing data gaps.
- 2) Develop Investment Strategy: Identify and assess innovative pricing and investment strategies for the US 50 Corridor. Innovative pricing and investment strategies will include tolling, pricing, managed lanes, and other options to advance the efforts of the recently completed EDCTC Recreation Travel Hot Spot Transportation Management Study.
- 3) Prepare Access Control Action Plan: The access control action plan along the US 50 Corridor within the City of Placerville will conduct a risk assessment and evaluate the circulation impacts and procedures necessary for implementation of an innovative “proof of concept” pilot project to close off local access to US 50 at the three signalized intersections. The access control action plan will determine the feasibility and identify necessary improvements, communication, traffic management, and safety measures to hold the signals in Placerville in a green phase for a designated time period to relieve congestion during peak periods along US 50 in the City of Placerville. The access control action plan will outline how a closure will be conducted during highly congested periods to determine the effectiveness of such a strategy and identify potential future congestion relieving traffic improvements.

DISCUSSION

The project team, including local agencies and the consulting team, is nearing completion of two key elements of the Action Plan giving direction toward a “proof of concept” pilot project anticipated to be implemented this Fall. One of these key elements is an Access Control Public Outreach and Awareness Strategy for the Pilot Project which will ultimately help shape the success of this effort.

AIM Consulting is the subconsultant who prepared the Access Control Public Outreach and Awareness Strategy for the Pilot Project. AIM Consulting, as a participant in Project Development Team meetings for the Access Control Plan have comprehensive knowledge of the proposed traffic management plan for the Access Control Pilot Project, as well as an in depth understanding of the public outreach needs associated with such a Pilot.

The most effective and efficient way to proceed is to contract directly with AIM Consulting for this public outreach effort as a follow on to work already in progress under the competitively awarded contract with Wood Rodgers. Under the circumstances, a sole source contract is justifiable in accordance with the Regional Transportation Planning Agency Procurement Policies and Procedures Manual. AIM has prepared the Outreach and Awareness Work Plan included as Attachment A to this staff report.

The cost to implement the base level outreach strategies, plus recommended additions is \$71,080.66 (Attachment B). EDCTC will utilize Coronavirus Response and Relief Supplemental Appropriations Act Surface Transportation Block Grant Program Funds to funds support the outreach effort, subject to approval by the California Transportation Commission at their June 2021 meeting.

Approved for Agenda:

Woodrow Deloria, Executive Director

Attachments: A) US 50 Corridor Pilot Program Outreach and Awareness Work Plan
B) Outreach and Awareness Budget



US 50 Corridor Plan – Pilot Program Outreach and Awareness Work Plan

OVERVIEW

The Pilot Program Outreach and Awareness Work Plan is designed to provide the El Dorado County Transportation Commission (EDCTC) with a plan to bring widespread awareness of the temporary access closures to US 50 through Placerville. Because of the uncertainty of funding for implementation, the plan is designed with options that can be configured to the dollars available.

APPROACH

- The implementation of the Pilot Program in Fall 2021 is a very high priority effort for EDCTC and the City of Placerville, so the approach with the public messaging needs to be “when and how” not “if.” Specifically, the messaging will focus on explaining what the Pilot Program is, why it is being implemented, and how its impacts will be handled. Feedback should focus on answering questions and fielding suggestions on how to improve the Pilot Program without revisiting the question of whether this should happen.
- There are several audiences for the outreach on the Pilot Program. The most critical outreach needs to be those who would normally be crossing or accessing US 50 from the north or south, since these movements would be temporarily prohibited. This affected group includes local and regional residents to the north and south, the local business community in downtown Placerville, delivery and goods movement, and emergency services. Additional groups affected are those located along detour routes and interregional travelers on US 50.
- Consistent and disciplined messaging is absolutely critical to avoid confusion and undue controversy. The sheer number of partners involved in the Pilot Program – EDCTC, the City of Placerville, El Dorado County, the CHP, Caltrans, and others – requires a messaging protocol be established so everyone knows how to handle inquiries from the public and the media. This keeps messaging for the US 50 Pilot Program consistent, and ensures any issues, concerns, or rumors are immediately addressed, coordinated through a Primary Point of Contact.

WORK PLAN ELEMENTS

1.1: Outreach Management

The Project Manager would provide strategic advice and counsel, review project materials and reports, and monitor team communications.

The Project Manager would also work with a designated Primary Point of Contact and technical staff (Caltrans, City of Placerville, CHP, and/or traffic consultants) to respond to inquiries and communications with the press, elected officials, citizens, business groups, social media, and the like.

Options:

- Primary Point of Contact could be a consultant, with a supporting team for social media and citizen inquiries, working with EDCTC and the City of Placerville on responses and messaging.
- Primary Point of Contact could be EDCTC and/or City of Placerville staff, including responses for social media and citizen inquiries.



US 50 Corridor Plan – Pilot Program Outreach and Awareness Work Plan

1.2: Key Stakeholder Outreach

Personal, directed outreach should be afforded those expected to be most affected by the US 50 Pilot Program. These groups include:

- Main Street businesses
- Adjacent neighborhoods
- Marshall Hospital
- Emergency responders (police, sheriff, CalFire, ambulances, PGE)
- Placerville Drive area businesses
- Goods movement/package distribution firms (UPS, Amazon Prime, California Trucking Assn)
- Other key stakeholders as identified by EDCTC and partners

Consultant will coordinate with EDCTC and partners to make initial contact with key stakeholder groups and start to build the awareness of the Pilot Program.

Working with EDCTC and partners, the consultant will customize teams to implement the personal outreach that will best resonate with the target audience. For example, door-to-door outreach and flyer distribution to Main Street businesses could include a representative of the Placerville Downtown Association along with a member of the consultant team or EDCTC/City of Placerville staff. On the other hand, a meeting with Marshall Hospital might include an elected official with the team members, while notification of UPS might include only technical staff. Businesses would be encouraged to post the flyer in a prominent place for additional awareness by their patrons and customers.

Consultant will develop and maintain database of key stakeholders and points of contact to provide electronic updates.

Informational Flyer

Using the branding developed for the US 50 Pilot Program, consultant will develop an informational flyer for distribution to local businesses and posting for additional awareness. Consultant will be responsible for color printing of flyers.

- Alternative: EDCTC or partner agency could do the printing of the flyers.

Door Hangers

Using the branding developed for the US 50 Pilot Program, consultant will develop door hangers to be used for distribution to adjacent residential areas. Consultant team or EDCTC/City of Placerville staff will go door-to-door in designated neighborhoods adjacent to the US 50 corridor distributing door hangers to notify residents and businesses of the Pilot Program. Designation of areas to be covered will be provided by EDCTC. Consultant will be responsible for the printing and placement of the door hangers.

- Alternative: EDCTC or partner agency could do the printing of the door hangers.



US 50 Corridor Plan – Pilot Program Outreach and Awareness Work Plan

Community-Wide Online Questionnaire (1)

Once the pilot program has been completed, AIM will design, develop, and implement a community-wide online questionnaire, hosted on the project's webpage. The online questionnaire will run for two weeks and will provide an outlet for the community to provide feedback on the pilot program and share how the pilot program negatively or positively impacted their travel patterns. The online questionnaire, tailored to the project needs, will provide the project team with actionable public data to support decision making. At the conclusion of the community-wide online questionnaire, AIM will develop a summary of findings.

1.3: Communication Strategies to Build Local Education and Awareness

Any or all of the following strategies should be implemented to build education and awareness, depending on the budget available.

Most critical components:

- Consultant will develop a web page with comprehensive and consistently updated information and graphics about the US 50 Pilot Program, including timing, detour information, and FAQs. Hosting could be done by the consultant, EDCTC, or another partner.
- Consultant will develop strong, easily identified, and consistent graphics/logo and slogan for use in all media and collateral materials.
- Consultant will provide direct outreach to local service and community groups, connecting with their membership and communication channels to distribute educational materials and linkage to project web page.
- Consultant will create and manage a social media presence for the pilot program by creating a project page on Facebook, creating content to be shared, posting notifications and updates, monitoring comments and messages, and coordinating with EDCTC and partner agencies to provide timely responses.

Additional strategies:

- Consultant will work with EDCTC and partner agencies to designate a “face of the outreach” to provide a consistent image and messaging for media engagement. This could be a technical staff person, trusted local community member, elected official, business leader, public information officer, or other articulate, non-controversial spokesperson.
- Consultant will develop a short and engaging video for the US 50 Pilot Project which explains the need for the effort, as well as graphically illustrating closures, impacts, and detours. Consultant will include the video on the project web page.
- Consultant will develop press releases and coordinate with local TV stations, radio, Mountain Democrat, and other local media. Interviews would be arranged with “face of the outreach”, Primary Point of Contact, key elected officials, business leaders, technical staff, and/or other appropriate spokesperson(s).
- Consultant will set up, advertise, and monitor a dedicated hotline phone number where interested parties can provide comments or questions. Consultant will coordinate with EDCTC and partner agencies to provide timely responses to inquiries and issues.
- Consultant will work with technical team to develop facts and figures on the impacts and success of the US 50 Pilot Program on both an interim and final basis. The two progress reports will be



US 50 Corridor Plan – Pilot Program Outreach and Awareness Work Plan

added to the web page, featured on press releases and social media posts and coordinated with partner agencies.

- As another avenue of notification, particularly to those who may not have internet connections, consultant will develop mailer postcards to notify local residents and businesses of the US 50 Pilot Program. Once finalized by EDCTC, the consultant will print and mail postcards.
- Working with Caltrans, the City of Placerville, and El Dorado County, consultant will ensure Changeable Message Signs are deployed at key points inside and outside of the US 50 Pilot Project area to inform travelers of the upcoming closures and detour.

1.4: Regional Communication Partnerships

While the primary impacts for the US 50 Pilot Program are expected to be felt by those nearest to the intersection closures and detour routes, there are also impacts to regional travel that require outreach and education.

Consultant will develop regionally focused messaging, including targets on the SR 49 corridor and recreational through travel (Apple Hill, South Lake Tahoe, Sacramento, Bay Area).

Distribution of the messaging will maximize existing regional partnerships, and include public information distribution channels such as:

- Caltrans Districts 3 and 4
- Sacramento Area Council of Governments
- Cities of Folsom, Rancho Cordova, Sacramento, and South Lake Tahoe
- Placer, Amador, Nevada, Calaveras, and Sacramento Counties
- Lake Tahoe Visitors Authority
- Tahoe Regional Planning Agency
- Metropolitan Transportation Commission

Consultant will develop database of regional TV, radio, and newspapers, including the Bay Area, to distribute press releases and explore interview opportunities.

1.5: Summary Report

Consultant will provide EDCTC and partner agencies a summary of all outreach activities and results, including:

- the numbers of persons and outlets contacted and engaged;
- summaries of questions and comments;
- web page hits;
- social media engagement;
- interviews, articles, and other earned media;
- informational flyers distributed;
- mailing pieces distributed;
- door hangers distributed;
- other key engagement information.



US 50 Corridor Plan – Pilot Program
Outreach and Awareness Work Plan

TASK DESCRIPTION					TOTAL HOURS / FEE
	Outreach Oversight	Graphics Designer	Outreach Manager	Outreach Coordinator	
	\$250.00	\$118.20	\$73.04	\$66.86	(By Task)
1.1: Outreach Management					
Project Kick Off	5		6		
Project Management	9		4		13
Project Team Coordination (6)	8		10		18
Subtotal	22	0	20	0	42
	\$ 5,500.00	\$ -	\$ 1,460.80	\$ -	\$ 6,960.80
1.2: Key Stakeholder Outreach					
Identify Stakeholders/Develop Database	2		6	10	18
Maintain Database	1		2	4	7
Informational Flyer		6	2	4	12
Door Hangers		6	2	4	12
Subtotal	3	12	12	22	49
	\$ 750.00	\$ 1,418.40	\$ 876.48	\$ 1,470.92	\$ 4,515.80
1.3A: Communication Strategies to Build Local Education and Awareness (Critical)					
Webpage	6	8	10	25	49
Branding / Logo	1	8	3		12
Outreach to community groups			5	15	20
Social media	3		15	50	68
	10	16	33	90	149
	\$ 2,500.00	\$ 1,891.20	\$ 2,410.32	\$ 6,017.40	\$ 12,818.92
1.3B: Communication Strategies to Build Local Education and Awareness (Additional)					
Coordination with face of outreach	2		10		12
Informational video	3		38	34	75
Local Press Releases & Media Relations	1		8	15	24
Hotline number	5		24	24	53
Progress reports (2)	1		2	6	9
Direct mail	1	6	7	10	24
Door hanger distribution			2	60	62
AIM as primary point of contact	4		10	6	20
Door to door flyer interaction			30	0	30
Community-Wide Online Questionnaire	3	4	25	35	67
Changeable message sign coordination			2	2	4
Subtotal	20	10	158	192	380
	\$ 5,000.00	\$ 1,182.00	\$ 11,540.32	\$ 12,837.12	\$ 30,559.44
1.4: Regional Communication Partnerships					
Identify Regional Media Contacts/ Develop Database			6	10	16
Develop regionally focused messaging	2		8	4	14
Regional Press Releases & Media Relations	1		8	10	19
Subtotal	3	0	22	24	49
	\$ 750.00	\$ -	\$ 1,606.88	\$ 1,604.64	\$ 3,961.52
1.5: Summary Report					
Draft and design report	0		4	12	16
Internal Revisions	2		2	1	5
Client Revisions	1		1	2	4
Subtotal	3	0	7	15	25
	\$ 750.00	\$ -	\$ 511.28	\$ 1,002.90	\$ 2,264.18

DIRECT EXPENSES *	
Mileage	\$ 1,000.00
Printed Materials / Supplies	\$ 1,000.00
Hotline Service	\$ 1,000.00
Direct Mail Printing and Postage	\$ 5,000.00
Notification Materials	\$ 2,000.00
Subtotal - Direct Expenses	\$ 10,000.00

* Direct Expenses are estimated. Actual expenses will be billed at cost.

TOTAL HOURS	61	38	252	343	694
TOTAL LABOR FEE	\$ 15,250.00	\$ 4,491.60	\$ 18,406.08	\$ 22,932.98	\$ 61,080.66
TOTAL DIRECT EXPENSES					\$ 10,000.00

\$ 71,080.66