



Meeting of the Board of Directors

Location: Rancho Cordova Council Chambers
2729 Prospect Park Drive
Rancho Cordova, CA

Date: Friday, July 31, 2009, 8:30 a.m. – 10:00 a.m.

Roll Call: Directors Budge, Hume, Knight, Nottoli, Starsky

Members of the public may comment on any item on the agenda at the time that it is taken up by the Board. We ask that members of the public complete a request to speak form, submit it to the Clerk of the Board, and keep their remarks brief. If several persons wish to address the Board on a single item, the Chair may impose a time limit on individual remarks at the beginning of the discussion.

Public Communications: Any person wishing to address the Board on any item not on the agenda may do so at this time. After ten minutes of testimony, any additional testimony may be heard following the New Business Items.

1. Executive Director's Report

Consent Agenda

2. Minutes of the May 29, 2009, Meeting
3. Minutes of June 26, 2009, Meeting
4. Minutes of July 6, 2009, Special Meeting

New Business Items

5. Motion: Nomination and Election of Board Chair and Vice-Chair for FY 09-10
 - a. Attachment – Staff Report
6. Resolution: Adopt Annual Work Program and Schedule for FY 09-10
 - a. Attachment – Staff Report
 - b. Attachment – Resolution Adopting Annual Work Program and Schedule for FY 09-10
7. Resolution: Approve Contract for Services with County of Sacramento
 - a. Attachment – Staff Report
 - b. Attachment – Resolution Approving Proposed Contract for Services with County of Sacramento
8. Resolution: Extension of contract for legal services with Miller, Owen & Trost
 - a. Attachment – Staff Report
 - b. Attachment – Resolution Approving Proposed Amendment Number 1 to Agreement for Professional Services
9. CLOSED SESSION: PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Executive Director
10. Adjournment

The Board may take action on any matter, however listed on this Agenda, and whether or not listed on this Agenda, to the extent permitted by applicable law. Staff Reports are subject to change without prior notice.

If requested, this agenda can be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Board Secretary for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting, should telephone or otherwise contact the Board Secretary as soon as possible. The Board Secretary may be reached at 428 J Street, Suite 400, Sacramento, California 95814, or by telephone at (916) 447-7933. The Connector JPA's address is 10640 Mather Blvd., Suite 120, Mather, CA 95655. The Connector JPA's phone number is (916) 876-9094.



Capital SouthEast Connector Board of Directors

Item # 1
Receive and File

July 31, 2009

Issue: Executive Director's Report

Recommendation: Receive and file.

Discussion: The following is a brief status report on some of the more significant issues and activities currently being pursued by the Connector JPA staff.

Administrative

- The legal services contract with Miller, Owen & Trost was extended by the Executive Director for thirty days to allow additional time to provide responses to questions raised by the Board at its May meeting regarding rates and the contract term. The proposed contract extension for FY 09-10 is item #8 on today's agenda.
- The JPA website is in the process of being revised to better serve the needs of the JPA stakeholders. The site will have a significantly different look and provide much easier navigation. Expect the new website to be launched in August under the same address.

Project

- JPA staff is engaged with Regional Transit Staff to develop an effective and complementary transit component for the project. It is the intent of Staff to present this plan to the Board in August and then request the RT Board to include it in the current RT Master Plan Update.
- Community-specific design meetings are currently underway in both the Wilton/Sheldon and El Dorado Hills communities. Working with select community leaders, discussions are proceeding to incorporate community values and interests into the proposed initial design for the project. Both sets of meetings are expected to conclude in early September, prior to the release of the Notice of Preparation for the environmental document.
- After a request to the Board from the Four Seasons Civil League, Staff intends to hold regular meetings with the League so that it can offer input regarding how the Connector will affect its community and El Dorado Hills.
- Project Manager interviews were held the last week in June with the cooperation of the Agency Staff Advisory Committee. Unfortunately, the recent projection of future STA Bond proceeds and the overall status of local transportation funding has put the hiring off indefinitely. Once a better understanding of the JPA's fiscal situation is understood, the selection can be made. Until that time, JPA staff will work with the member jurisdictions to investigate the use of existing engineering staff to provide temporary Project management assistance as necessary.
- Upcoming presentations to the JPA Board over the next several months will concentrate specifically on specific project details including; Access configurations and locations, transit components, design and location of the multi-modal trail, and updates on the NEPA and CEQA processes.

Fiscal

- The Sacramento Transportation Authority has notified all Measure A agencies that a significant change in capital project revenues will be required in order to address the current national finance crisis and economic downturn. The staff recommendation is to reduce revenues to all Measure A entities over the next four years with drastic reductions occurring in FY 11-12 and FY 12-13. JPA staff has expressed its concerns to both STA staff and addressed the STA Board on this issue last Thursday at its July meeting. A verbal report on that meeting will be provided during today's meeting.
- The JPA continues to look to provide cost savings in pursuit of the project wherever possible. To date, Staff believes it has saved in excess of \$50,000 dollars in overall program development costs in a number of areas and through a variety of procurement and process efficiencies that include: office furnishings, lease payments, tenant improvements, office phones and computers, negotiated contract provisions, and office supplies. JPA staff have also donated household goods, made direct contributions, and invested personal time and energy to the outfitting of the new office to reduce overall expenses.

Miscellaneous

- The JPA's Executive Director attended the annual meeting of the Intelligent Transportation Society of America in Washington D.C. on June 1st and 2nd. This conference was valuable in that it provided the JPA with up-to-date information on the status of the Federal Transportation Re-authorization and the latest available technology in the areas of emission reduction, improved traveler information, and bus priority and coordination. Additional details will be presented to the Board in the form of a quarterly business conference report in August.
- The Executive Director has entered into a contract with a local strategic planning group to assist in strategic advice, outreach, and project review to optimize funding opportunities for the project. This is an annual contract with a monthly retainer that is within the Executive Director's contract authority. A presentation to the Board regarding additional pursuits by the consultant team will be scheduled promptly.
- The Executive Director was approved for and took a vacation between July 6 and July 15. The project continued to proceed under the direction of the consultant team with assistance from the ASAC.
- The JPA is actively participating in the East County Aggregate Mining evaluation process in concert with the majority of the member jurisdictions as well as other public and private stakeholders. Once substantive outputs from the study are developed, a presentation of the results will be presented to the Board for discussion and comment. It is expected that the full results of the study will be available by September.
- Congratulations are in order to the City of Elk Grove. It received recognition by the California Transportation Foundation for the Elk Grove/SR 99 interchange as Highway Interchange of the year.

Respectfully Submitted,



Tom Zlotkowski
Executive Director



Capital SouthEast Connector Board of Directors

Item # 2

July 31, 2009

Action Minutes of the May 29, 2009, Meeting

The Capital SouthEast Connector Authority's Board of Directors met in regular session on May 29, 2009, in the Rancho Cordova Council Chambers, located at 2729 Prospect Park Drive, Rancho Cordova, CA, at 8:30 a.m.

Call to Order: Chairperson Nottoli called the meeting to order at 8:34 a.m.

Roll Call: **Present:** Directors Nottoli, Budge, Hume, Knight, Starsky
Director Hume arrived at 8:40 a.m., during the Executive Director's Report.

Public Communications: No public comment was offered regarding items not on the agenda.

Executive Director's Report: Mr. Tom Zlotkowski, the Executive Director of the Authority, summarized the highlights from his Executive Director's Report, including meetings with Sheldon and El Dorado Hills residents, the South Sacramento Habitat Conservation Plan, and the Connector's inclusion on the initial list for the federal Transportation Bill.

Consent Agenda:

Director Budge pulled Item 3, Request to Member Jurisdictions for Access Consultation, from the consent agenda. Director Starsky pulled Item 4, Extension of contract for legal services with Miller, Owen & Trost, from the consent agenda.

The remaining item on the consent agenda was the Minutes of the April 24, 2009, Meeting. It was moved by Director Starsky, seconded by Director Budge, and passed by unanimous vote that:

THE CAPITAL SOUTHEAST CONNECTOR AUTHORITY BOARD OF DIRECTORS APPROVES THE MINUTES OF THE APRIL 24, 2009, MEETING.

Request to Member Jurisdictions for Access Consultation: Director Budge asked the Executive Director whether the recommendation from the ASAC and the recommendation from the staff report on this item were the same. The Executive Director confirmed that they were the same. It was moved by Director Knight, seconded by Director Hume, and passed by unanimous vote that:

THE CAPITAL SOUTHEAST CONNECTOR AUTHORITY BOARD OF DIRECTORS APPROVES ITEM 3 FROM THE CONSENT AGENDA, GRANTING THE EXECUTIVE DIRECTOR APPROVAL TO REQUEST ACCESS CONSULTATION FROM MEMBER JURISDICTIONS IN ACCORDANCE WITH THE ALTERNATE APPROACH IN THE STAFF REPORT.

Extension of Contract for Legal Services with Miller, Owen & Trost: Director Starsky asked the Executive Director whether the JPA requested a rate reduction and expressed concern regarding the four-year term of the contract. Kirk Trost, General Counsel for the Connector Authority, stated that Miller, Owen & Trost would provide a report of last year's rates to the Board. Director Budge noted that the fees paid are less than the budgeted amount. It was moved by Director Budge and seconded by Director Starsky that:

THE CAPITAL SOUTHEAST CONNECTOR AUTHORITY BOARD OF DIRECTORS CONTINUED ITEM 4 FROM THE CONSENT AGENDA, EXTENSION OF CONTRACT FOR LEGAL SERVICES WITH MILLER, OWEN & TROST.

New Business Items:

Introduction of Draft Budget for FY 09-10: Mr. Zlotkowski presented the staff report outlining the draft budget for FY 09-10. The Directors asked questions regarding specific categories of income and expenses. Director Budge noted that the Executive Director saved money for the JPA over the last year. The Directors discussed additional ways money could be saved. The Executive Director stated that a final budget would be brought to the Board at the next regularly scheduled meeting.

Presentation on South Sacramento Habitat Conservation Plan: The Executive Director introduced Jennifer Buckman of Somach, Simons & Dunn, who presented information regarding the South Sacramento Habitat Conservation Plan. Directors Hume and Starsky asked questions regarding the Plan. Director Budge asked for more information regarding the benefits of the Plan in connection with CEQA, information regarding which permits will be included, and more information on the involvement of regional partners. During the time for public comment, Art Marinaccio, a Shingle Springs resident, expressed objections to the Plan and Craig Ledbetter expressed concerns regarding the plan's effect on development.

Closed Session: The Board convened a closed session for the Executive Director's performance evaluation at 9:48 a.m. The Board came out of closed session at 10:06 a.m. Mr. Trost reported that the Board voted unanimously in closed session to appoint sub-committee consisting of Chair Nottoli and Director Budge to work with the Executive Director and Counsel on a potential recommendation to the full Board for a salary modification for the Executive Director.

Adjournment: The meeting was adjourned by Chairperson Nottoli at 10:07 a.m.

Approved By:

Attest:

Director Nottoli
Chairperson

Kirk Trost
Secretary



Capital SouthEast Connector Board of Directors

Item # 3

July 31, 2009

Action Minutes of the June 26, 2009, Meeting

The Capital SouthEast Connector Authority's Board of Directors met in regular session on June 26, 2009, in the Rancho Cordova Council Chambers, located at 2729 Prospect Park Drive, Rancho Cordova, CA, at 8:30 a.m.

Call to Order: Acting Chairperson Budge called the meeting to order at 9:01 a.m.

Roll Call: **Present:** Directors Budge and Knight
 Not Present: Directors Hume, Nottoli, and Starsky
 There was no quorum present for this meeting.

Public Communications: John Jakowatz of the Four Seasons Civic League offered comment regarding the scheduling of community workshops. Michael Monasky discussed the award to Elk Grove mentioned in the Executive Director's report, suggested that the Board Secretary and General Counsel should be County employees, and requested that a economic impact report be prepared for the project.

Adjournment: There being no quorum present, the meeting adjourned by Acting Chairperson Budge at 9:15 a.m.

Approved By:

Attest:

Linda Budge
Acting Chairperson

Kirk Trost
Secretary



Capital SouthEast Connector Board of Directors

Item # 4

July 31, 2009

Action Minutes of the July 6, 2009, Special Meeting

The Capital SouthEast Connector Authority's Board of Directors met in special session on July 6, 2009, in the Rancho Cordova Council Chambers, located at 2729 Prospect Park Drive, Rancho Cordova, CA, at 8:00 a.m.

Call to Order: Acting Chairperson Budge called the meeting to order at 8:08 a.m.; Vice-Chairperson Hume arrived at 8:12 a.m. and took over as Chairperson.

Roll Call: **Present:** Directors Budge, Hume, Knight, and Starsky
 Not Present: Directors Nottoli

Public Communications: No public communications were received at the meeting.

Consent Agenda:

There were no consent items on the agenda.

New Business Items:

FY 2009-10 Budget: A draft Budget for FY 2009-10 having previously been presented to the Board of Directors, it was moved by Director Starsky, seconded by Director Budge, and passed by unanimous vote that:

THE CAPITAL SOUTHEAST CONNECTOR AUTHORITY BOARD OF DIRECTORS APPROVES THE BUDGET FOR FY 2009-10 AND ADOPTS RESOLUTION NUMBER 2009-07.

FY 2009-10 Member Jurisdiction Contributions: Draft member jurisdiction contributions having previously been presented to the Board of Directors as part of the draft Budget for FY 2009-10, it was moved by Director Starsky, seconded by Director Budge, and passed by unanimous vote that:

THE CAPITAL SOUTHEAST CONNECTOR AUTHORITY BOARD OF DIRECTORS APPROVES THE \$10,000 MEMBER JURISDICTION CONTRIBUTION FOR FY 2009-10 AND ADOPTS RESOLUTION NUMBER 2009-08.

Adjournment: The meeting was adjourned by Chairperson Hume at 8:35 a.m.

Approved By:

Attest:

Patrick Hume
Vice-Chairperson

Kirk Trost
Secretary



Capital SouthEast Connector Board of Directors

Item #5
Motion

July 31, 2009

Nomination and Election of Board Chair and Vice Chair for FY 2009-2010

Issue: The annual nomination and election of a Board Chair and Vice Chair.

Recommendation: Staff recommends that the Board nominate and elect a Chair and Vice Chair to preside over the FY 2009-2010 Board meetings.

Discussion: In May 2008, the Board of Directors nominated and elected Don Nottoli as Chair of the Board and Patrick Hume as Vice Chair, pursuant to section 6.c (1) of the Authority's Joint Exercise of Powers Agreement. Staff wishes to recognize Chair Nottoli and Vice-Chair Hume for their service during the previous year.

The Joint Exercise of Powers Agreement indicates that the Board Chair shall be elected annually, and the Authority's Bylaws state that the term of office for the Chair and Vice Chair shall be one year. Based on these provisions, Staff recommends that the Board nominate and elect a Board Chair and Vice Chair for FY 2009-2010.

Respectfully Submitted,

Tom Zlotkowski
Executive Director



Capital SouthEast Connector Board of Directors

Item #6
Resolution

July 31, 2009

FY 2009-10 Work Program and Schedule

Issue: To continue the active development of the Connector Project by adopting a Work Program and Schedule for Fiscal Year 2009-10.

Recommendation: Approve the proposed Work Program and Schedule for FY 2009-10 and direct staff to pursue the Work Program consistent with the FY 2009-10 Budget.

Discussion: To assist the JPA staff in the orderly development of the Connector Project and to keep the Board apprised of the progress of many of the critical JPA organizational functions, an annual Work Program is developed. While the majority of the work focuses on Project-related elements, the Program also deals with the organizational/administrative responsibilities of the JPA. The work plan includes the following major elements:

- **Item I – Conduct Environmental Impact Analysis** – There are three notable elements of the environmental process forthcoming:
 - NOP issuance – This is the issuance of the Notice of Preparation (“NOP”) of an environmental document. The NOP is a solicitation to the public for comments to be considered in the actual technical environmental work.
 - Scoping Meetings – Public meetings are held following the release of the NOP and are intended to provide the Project stakeholders an opportunity to inquire about or comment on the various aspects of the project that have been identified in the NOP.
 - Technical Studies – This is the technical work that will be conducted to identify and document significant environmental impacts in any of numerous specific areas as defined by law.
- **Item II – Manage Context Sensitive Issues/Areas** – Several areas within the Project corridor have unique conditions that require additional technical inspection and public outreach. Working with members of the community, the team is developing a process to better explore and forge solutions in these areas. Additionally, the County of Sacramento has initiated an Aggregate Mining Truck Management Plan to develop information and propose collaborative solutions for both the applicants and the public jurisdictions involved. The JPA is participating on both the Technical and Coordinating Committees of that effort.
- **Item III – Explore Environmental Mitigation Options** – The JPA must analyze and pursue mitigation options for any identified significant impacts of the project. Recent conversations with the South Sacramento Habitat Conservation Plan provide one option to be further explored. Working with individual property owners and/or mitigation banks to provide more specific types and locations of mitigation is another option. The JPA should investigate and decide on a strategy based on the options available to it.
- **Item IV – Update Funding/Finance Plan** – In April, the Board heard a staff presentation on the various possible funding/financing options available to provide the required funding for construction of the project. The Work Program identifies the completion of that process with the recommendation of an official Plan of Finance for both planning and construction of the project.

- **Item V - Update Improvement Plan** – Section 5(d) of the Joint Exercise of Powers Agreement requires that the JPA use its best efforts to develop and adopt an Improvement Plan specifying a plan or formula for determining the timing and sequencing of project improvements consistent with the Functional Guidelines. Based on this requirement in the Joint Powers Agreement, agency staff will update the Improvement Plan adopted in July 2008.
- **Item VI – Explore Advance Right-of-Way Procurement** – Once proposed alignments have been selected by the Board to advance to a full environmental review, staff can begin to define a process that will determine how future property acquisitions should be reserved and acquired. This process will include preliminary property value determination and preliminary compensation estimates. This will provide the JPA with an assessment of expected right-of-way costs and how possible access configurations will affect the overall cost of future property acquisition.
- **Item VII – Complete JPA Policy Development** – The JPA will continue to advance independent policy elements to allow it flexibility regarding independent agency status. This status would allow the JPA maximum flexibility to pursue strategic elements of the Project with minimal delay and expense.
- **Item VIII – Develop Corridor Access Transition Plan** – This element works in conjunction with Item VI in that it explores the possible transition of fronting property owner access from its current configuration to one that is more compatible with the proposed project Functional Guidelines for access. This is a work element that has been proposed for development from the previous work plan but has been delayed due to staff resource constraints and the need to better define the project cross-section.
- **Item IX – Develop and Apply Communication Improvements** – The JPA is committed to bettering its communication mechanisms regardless of the application and venue. Given the length of the corridor and the wealth of information to share with our stakeholders, it is necessary to almost continuously review and adjust the various communication methods that the JPA employs. This includes direct mailings, newsletters, e-mails, the JPA website, and individual materials developed for specific meetings and announcements. As the scoping meetings draw closer, the JPA will work to achieve a high degree of inclusion from the public and interested stakeholders.

As the fiscal year proceeds, any significant adjustments to the work plan will be presented to the Board for information and revision, if necessary.

Respectfully Submitted,



Tom Zlotkowski
Executive Director

**Capital Southeast Connector Authority
 FY 2009-10 Work Program and Schedule
 July 31, 2009**

	2009						2010					
	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
I. Conduct Environmental Impact Analysis												
A. NOP issuance			■	■	■							
B. Scoping meetings			■	■	■	■						
C. Technical studies							■	■	■	■	■	■
II. Manage Context Sensitive Issues/Areas												
A. Sheldon/Wilton area	■	■	■	■	■							
B. El Dorado hills community			■	■	■	■						
C. Mining applications	■	■	■	■	■							
III. Explore Environmental Mitigation Options	■	■	■	■	■							
IV. Update Funding/Finance Plan												
A. Receive Board approval for construction funding		■	■	■	■							
B. Update overall Plan of Finance				■	■	■						
V. Update Improvement Plan		■	■	■	■							
VI. Explore Advance Right-of-Way Procurement				■	■	■	■	■	■	■	■	■
VII. Complete JPA Policy Development		■	■	■	■							
VIII. Develop Corridor Access Transition Plan				■	■	■	■	■	■	■	■	■
IX. Develop and Apply Communication Improvements	■	■	■	■	■	■	■	■	■			



Item #6
Attachment

RESOLUTION NO. 2009-09

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR
AUTHORITY ADOPTING THE FY 2009-10
WORK PROGRAM AND SCHEDULE

BE IT RESOLVED by the Board of Directors ("Board") of the Capital SouthEast Connector Authority that the proposed FY 2009-10 Work Program and Schedule, presented to the Board at this meeting and attached hereto, is hereby adopted.

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

* * * * *

PASSED AND ADOPTED this 31st day of July, 2009, by the following vote:

AYES:

NOES:

ABSENT:

Chairperson

ATTEST:

Secretary



Capital SouthEast Connector Board of Directors

Item # 7
Resolution

July 31, 2009

Contract for Services with Sacramento County

Issue: Presentation of Contract for Services with Sacramento County.

Recommendation: Approve the Contract for Services with Sacramento County in the form attached hereto.

Discussion: During the January 25, 2008, Board meeting, the Board approved an "Agreement with Sacramento County for the Retention of the Executive Director," the "Salary and Benefits Established for the Executive Director," and the "Terms and Conditions of Appointment to the Office of Executive Director." That contract became effective in March 2008.

Since March 2008, the contract has required the County to provide the services of Tom Zlotkowski to serve as Executive Director and has required the County to provide other staff, subject to reimbursement by the Authority. The County has also provided the Authority with clerical support, office space, furnishings, supplies, automobile liability insurance, and communications and computer equipment, also subject to reimbursement by the Authority. This arrangement will continue in the proposed contract.

While still considering several options for establishing functions independent from the County, staff has concluded that in the interim, the attached contract will aid the Authority in maintaining effective operations. The proposed contract recognizes "that the JPA is an independent local public agency with all rights and powers attendant thereto, including the rights and powers to establish its own policies, procedures, rules, regulations, and protocols, and, except as provided by law or expressly provided by this Agreement, the Authority is not subject to the policies, procedures, rules, regulations, and protocols of the County."

In order to allow the JPA to pursue its goal of establishing functions independent from the County, the proposed contract also includes a termination clause. The termination clause allows the JPA to terminate the agreement on 30-days' notice and allows the County to terminate on 120-days' notice. The proposed contract recognizes that the transition to independent functions will likely be a developmental process because it allows the JPA to terminate individual services while retaining the County's provision of the remaining services.

Therefore, Staff recommends that the Board adopt the attached Resolution approving the proposed Contract for Services with the County of Sacramento.

Respectfully Submitted,

Tom Zlotkowski
Executive Director



Item #7
Attachment

RESOLUTION NO. 2009-10

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR
AUTHORITY APPROVING THE CONTRACT
FOR SERVICES WITH THE COUNTY OF SACRAMENTO

BE IT RESOLVED by the Board of Directors ("Board") of the Capital SouthEast Connector Authority that the Contract for Services with the County of Sacramento, presented to the Board at this meeting and attached hereto, is hereby approved and the Chairperson of the Board is hereby authorized and directed to execute and deliver said contract on behalf of the Authority in substantially the same form as attached.

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

* * * * *

PASSED AND ADOPTED this 31st day of July, 2009, by the following vote:

AYES:

NOES:

ABSENT:

Chairperson

ATTEST:

Secretary

**ELK GROVE - RANCHO CORDOVA - EL DORADO
CONNECTOR AUTHORITY**

Contract for Services

THIS AGREEMENT is effective as of _____, 2009, by and between the Elk Grove – Rancho Cordova – El Dorado Connector Authority, a joint powers agency (hereinafter “Authority”), and the County of Sacramento, a political subdivision of the State of California (hereinafter “County”).

WITNESSETH:

WHEREAS, from March 2008, the County has provided the services of Tom Zlotkowski to serve as Executive Director to the Authority, subject to reimbursement by the Authority; and

WHEREAS, the County has also provided clerical support, office space, furnishings, supplies, and communications and computer equipment to the Authority, also subject to reimbursement by the Authority, as set forth in the County/Authority agreement dated March 2, 2008; and

WHEREAS, the Authority has determined that it is necessary and convenient to continue utilizing the furnishings, supplies, and communications and computer equipment available through the County; and

WHEREAS, the Authority also desires to retain additional staff, including an Executive Secretary, Administrative Services Officer, and Senior Civil Engineer to assist in its operations, and is permitted under existing law to contract with the County for the provision of such staff; and

WHEREAS, the County is willing to employ an Executive Secretary, Administrative Services Officer, and Senior Civil Engineer as employees of the County and, by this Agreement, commit their services to the Authority on an exclusive basis; and

WHEREAS, the parties desire to contract for the County to provide such services to the Authority and for the Authority to reimburse the County for the costs of such services.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS, CONDITIONS, AND REQUIREMENTS SET FORTH BELOW, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. Personnel Services. The Executive Director, Executive Secretary, Administrative Services Officer I, and Senior Civil Engineer, as specified below, are collectively referred to herein as the “Personnel.”

a. Executive Director. The County shall employ a full-time Executive Director on behalf of the Authority as follows:

(1) The County shall employ an Executive Director selected by the Authority and shall pay him/her those benefits, other than salary, as established for a Director of Multi-Agency Collaboration and additional compensation and benefits as may be established by the Authority, which compensation and benefits are set forth in Exhibit A attached hereto.

(2) The County shall allocate the Executive Director services on a full-time basis exclusively to the Authority. The Executive Director shall administer the operations of the Authority and undertake such other duties as may be assigned to the Executive Director by the Authority. All direction which the Executive Director receives in performing services as the Executive Director of the Authority shall be issued exclusively by the Authority.

(3) The Authority shall have the exclusive right and responsibility to establish the hours and other terms and conditions of work for the Executive Director including, but not limited to, furloughs, reductions in force, total compensated hours worked, and the costs of the Executive Director’s employment.

b. Executive Secretary. The County shall employ a full-time Executive Assistant on behalf of the Authority as follows:

(1) The County shall employ an Executive Secretary selected by the Authority and shall pay him/her those benefits, other than salary, as established for a County Executive Secretary and additional compensation and benefits as may be established by the Authority, which compensation and benefits are set forth in Exhibit B attached hereto.

(2) The County shall allocate the Executive Secretary’s services on a full-time basis exclusively to the Authority. The Executive Secretary shall undertake such duties as may be assigned by the Authority’s Executive Director. All direction which the Executive Secretary receives in performing services as an Executive Secretary shall be issued exclusively by the Authority, and not by the County.

(3) The Authority shall have the exclusive right and responsibility to establish the hours and other terms and conditions of work for the Executive Secretary including, but not limited to, furloughs, reductions in force, total compensated hours worked, and the costs of the Executive Secretary's employment.

c. Administrative Services Officer I. The County shall employ a full-time Administrative Services Officer I (ASO I) on behalf of the Authority as follows:

(1) The County shall employ an ASO I selected by the Authority and shall pay him/her those benefits, other than salary, as established for a County ASO I and additional compensation and benefits as may be established by the Authority, which compensation and benefits are set forth in Exhibit B attached hereto.

(2) The County shall allocate the ASO I's services on a full-time basis exclusively to the Authority. The ASO I shall undertake such duties as may be assigned by the Authority's Executive Director. All direction which the ASO I receives in performing services as an ASO I shall be issued exclusively by the Authority, and not by the County.

(3) The Authority shall have the exclusive right and responsibility to establish the hours and other terms and conditions of work for the ASO I including, but not limited to, furloughs, reductions in force, total compensated hours worked, and the costs of the ASO I's employment.

d. Senior Civil Engineer. The County shall employ a full-time Senior Civil Engineer on behalf of the Authority as follows:

(1) Upon written notice by the Authority, the County shall employ a Senior Civil Engineer selected by the Authority and shall pay him/her those benefits, other than salary, as established for a County Senior Civil Engineer and additional compensation and benefits as may be established by the Authority. The Authority shall advise the County of such compensation and benefits in writing.

(2) The County shall allocate the Senior Civil Engineer's services on a full-time basis exclusively to the Authority. The Senior Civil Engineer shall undertake such duties as may be assigned by the Authority's Executive Director. All direction which the Senior Civil Engineer receives in performing services as a Senior Civil Engineer shall be issued exclusively by the Authority, and not by the County.

(3) The Authority shall have the exclusive right and responsibility to establish the hours and other terms and conditions of work for the Senior Civil Engineer including, but not limited to, furloughs,

reductions in force, total compensated hours worked, and the costs of the Senior Civil Engineer's employment.

e. Management Information Services. The County shall provide the services of the Municipal Services Agency, Management Information Services (MIS), as needed by the Authority. MIS shall maintain the Authority's computer equipment, network, and website. The County and the Authority shall execute a service level agreement with the County establishing the expected level of service.

2. Furnishings and Supplies. The County shall continue to provide furnishings and supplies to the Authority, as needed and requested by the Authority; provided, however, that the Authority shall not be required to utilize furnishings and supplies provided by the County. The Authority shall utilize its own procedures and/or protocols and shall not be required to follow the procedures and/or protocols adopted by the County for the provision of furnishings and supplies.

3. Computer Equipment and Internet Services. The County shall continue to provide computer equipment and internet services to the Authority, as needed; provided, however, that the Authority shall not be required to utilize computer equipment and internet services provided by the County. The Authority shall utilize its own procedures and/or protocols and shall not be required to follow the procedures and/or protocols adopted by the County for the provision of computer equipment and internet services.

4. Other Services or Supplies. The County may provide additional services or supplies to the Authority, as needed; provided, however, that the Authority shall not be required to utilize any specific services or supplies available through the County. The Authority shall utilize its own procedures and/or protocols and shall not be required to follow the procedures and/or protocols adopted by the County for the provision of any specific services or supplies.

5. Auto Liability Insurance. The County agrees that its automobile liability self-insurance shall provide comprehensive coverage to cover any loss or expense resulting from the use of any vehicle by the Personnel to conduct the Authority's business. Any such loss or expense shall be the sole responsibility of the County. Nothing herein is intended to preclude the County from its practice of seeking coverage, first, from the personal insurance carrier of the Personnel.

6. Reimbursement. Beginning September 2, 2008, the Authority shall reimburse the County for the following:

a. Personnel.

(1) From the date of actual assignment to the Authority, the Authority shall pay all salary, fringe benefits, and other compensation costs which the County incurs in the employment of the Personnel during the term of this Agreement. Reimbursement shall include, but is not

limited to: (i) employer costs associated with the benefits provided to the Personnel; and (ii) pro-rata premium costs associated with any insurance or self-insurance by which the County provides workers' compensation and unemployment benefits and any workers' compensation or unemployment benefits actually paid to or on behalf of the Personnel.

(2) The Authority shall notify the County of any changes to the compensation and benefit to be provided to the Personnel, as set forth in Exhibits A and B, attached hereto.

(3) To the extent the Personnel were County employees prior to the date of actual assignment to the Authority, and the Personnel had accrued sick leave, vacation leave, or other accrued leave during employment with the County prior to actual assignment to the Authority, the County shall remain responsible for any financial obligation associated with this accrued leave.

(4) The parties acknowledge and agree that the date of actual assignment to the Authority for the current Personnel are as follows: Tom Zlotkowski, March 2, 2008; Pamela Keen, June 23, 2008; Lynn Mahoney, November 24, 2008.

b. MIS and Internet Services. The Authority shall execute a service level agreement with the County, specifying the level of service to be provided to the Authority and the reimbursement therefore.

c. Furnishings and Supplies. The County shall continue to make its furnishings and supply vendors available to the Authority and shall bill the Authority for the direct cost of furnishings and supplies ordered by the Authority. There shall be no administrative services fee associated with these services.

d. Computer Equipment. The County shall make the computer equipment currently utilized by the Authority available to the Authority for the remainder of its useful life. Should the Authority require additional computer equipment, the County shall make its supply vendors available to the Authority and shall bill the Authority for the direct cost of such equipment ordered by the Authority. There shall be no administrative services fee associated with these services.

e. Other Services and Supplies. The Authority shall reimburse the County for other utilized services. The fee for such services shall be based on the cost allocation formula utilized when the County provides similar services to individual County departments. In the absence of a cost allocation formula, an hourly fee for such services shall be calculated based on a portion of salary and benefits, as well as a charge for indirect costs and overhead. The Authority shall reimburse the County for the direct cost of other supplies, as needed by the Authority, with no administrative services fee.

f. Invoices. The County shall submit monthly invoices in arrears to the Authority no later than the 15th of each month for the salary, benefits, other compensation costs, and other services and supplies as outlined above. The County shall be notified within fifteen (15) working days following receipt of its invoice by the Authority of any circumstances or data identified by the Authority in the County's written billing which would cause withholding of approval and subsequent payment. The billings shall include documentation of reimbursable expenses and billed items sufficient for the Authority, in its opinion, to substantiate billings.

7. Employment Relationship. It is understood that for all purposes, the relationships which this Agreement creates are limited to the following:

a. The County is the employer of the Personnel and the Personnel are employees of the County. During the term of this Agreement, the County shall be solely responsible and liable for all costs, expenses, damages, and other financial obligations arising out of such employment, and for the provisions of any and all workers' compensation, unemployment insurance, tax withholding, and other benefits or obligations imposed by law as a result of the employment relationship, subject to the duty of the Authority to reimburse the County, as prescribed herein.

b. The County shall only exercise its rights as employer of the Personnel at the direction of the Authority.

8. Termination. The term of this Agreement shall commence on _____, 2009, and shall continue until terminated. The Authority may terminate this Agreement for any reason, with or without cause, by giving thirty (30) days advance written notice to the County. The County may terminate this Agreement for any reason, with or without cause, by giving one-hundred twenty (120) days advance written notice to the Authority.

a. All termination and other notices authorized or required by this Agreement shall be deemed to be effective for all purposes and served on the date on which they are reduced to writing, deposited in the United States mail, certified, return receipt requested or personally delivered, to the following addresses:

- (1) Elk Grove – Rancho Cordova – El Dorado Connector Authority
Attn: Executive Director
10640 Mather Road, Suite 120
Mather, CA 95655
- (2) County of Sacramento
Attn: County Executive
700 H Street, Room 7650
Sacramento, CA 95814

b. Should the Authority or the County terminate any of the individual services set forth in this Agreement, the Agreement shall remain valid as to the remaining services provided by the County.

9. General Provisions.

a. This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

b. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

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

d. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

10. Authority Status. The parties acknowledge and agree that the Authority is an independent local public agency with all rights and powers attendant thereto, including the rights and powers to establish its own policies, procedures, rules, regulations, and protocols, and, except as provided by law or expressly provided by this Agreement, the Authority is not subject to the policies, procedures, rules, regulations, and protocols of the County.

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

ELK GROVE – RANCHO CORDOVA – EL DORADO CONNECTOR AUTHORITY, a joint powers authority

APPROVED AS TO FORM:

Chairperson of the Board

Miller, Owen & Trost
Legal Counsel to the Authority

COUNTY OF SACRAMENTO, a political Subdivision of the State of California

APPROVED AS TO FORM:

Chairperson of the Board of Supervisors of Sacramento County, California

County Counsel

ATTEST: _____
Clerk of the Board of Supervisors

EXHIBIT “A”

SALARY AND BENEFITS ESTABLISHED
FOR THE EXECUTIVE DIRECTOR OF THE ELK GROVE – RANCHO
CORDOVA – EL DORADO CONNECTOR AUTHORITY
(Approved by Resolution 2008-01)

1. SALARY

- A. The Executive Director of the Elk Grove – Rancho Cordova – El Dorado Connector Authority (“Authority”) shall receive a base salary of \$150,874 per year, payable in twenty-six installments, at the same time as other employees of Sacramento County are paid, and subject to customary withholding requirements. In addition, the Executive Director shall receive the Management Differential established for Sacramento County department heads, which is currently 3.35% of base salary, as well as the retirement offset currently provided to Sacramento County department heads. The Executive Director shall also receive any cost of living increase awarded to Sacramento County department heads.
- B. In addition to base salary, the Executive Director may receive an annual, merit- based salary increase, as determined by the Authority. The Authority shall notify the County of the terms and conditions of such additional salary when and if granted by the Authority.
- C. From the Executive Director’s compensation, Sacramento County shall withhold all sums required to be deducted under applicable State and Federal law and implementing regulations on account of an employer-employee relationship, including but not limited to federal income tax, state income tax, Federal Insurance Contributions Act, state unemployment insurance, and state disability insurance.

2. SUPPLEMENTAL BENEFITS

- A. The Executive Director shall be entitled to participate in all standard benefits generally offered to Sacramento County employees, including, without limitation, the Sacramento County Employees' Retirement System ("SCERS"), and any successor thereto. The Authority shall pay 100% of the Executive Director's contribution to SCERS.
- B. As used herein, "benefits" include, but are not limited to: holidays, sick leave, vacation, retirement benefits and payments, deferred compensation plans, health insurance, vision insurance, dental insurance, and life insurance.
- C. The Executive Director shall receive an automobile transportation allowance in the amount of \$500 per month.

3. SEVERANCE PAY

Upon termination of this Agreement, the Authority shall notify the County of any severance payment due to the Executive Director.

EXHIBIT “B”

SALARY AND BENEFITS ESTABLISHED
FOR THE EXECUTIVE SECRETARY AND ADMINISTRATIVE
SERVICES OFFICER I OF THE ELK GROVE –
RANCHO CORDOVA – EL DORADO CONNECTOR AUTHORITY

1. EXECUTIVE SECRETARY SALARY

- A. The Executive Secretary of the Elk Grove – Rancho Cordova – El Dorado Connector Authority (“Authority”) shall receive a base salary of \$43,680.96 per year, payable in twenty-six installments, at the same time as other employees of Sacramento County are paid, and subject to customary withholding requirements.
- B. In addition to base salary, the Executive Secretary may receive an annual, merit- based salary increase, as determined by the Authority. The Authority shall notify the County of the terms and conditions of such additional salary when and if granted by the Authority.
- C. From the Executive Secretary’s compensation, Sacramento County shall withhold all sums required to be deducted under applicable State and Federal law and implementing regulations on account of an employer-employee relationship, including but not limited to federal income tax, state income tax, Federal Insurance Contributions Act, state unemployment insurance, and state disability insurance.

2. ADMINISTRATIVE SERVICES OFFICER I SALARY

- A. The Administrative Services Officer I of the Authority shall receive a base salary of \$58,115.20 per year, payable in twenty-six installments, at the same time as other employees of Sacramento County are paid, and subject to customary withholding requirements.

- B. In addition to base salary, the Administrative Services Officer I may receive an annual, merit-based salary increase, as determined by the Authority. The Authority shall notify the County of the terms and conditions of such additional salary when and if granted by the Authority.
- C. From the Administrative Services Officer I's compensation, Sacramento County shall withhold all sums required to be deducted under applicable State and Federal law and implementing regulations on account of an employer-employee relationship, including but not limited to federal income tax, state income tax, Federal Insurance Contributions Act, state unemployment insurance, and state disability insurance.

3. SUPPLEMENTAL BENEFITS

- A. The Executive Secretary and Administrative Services Officer I shall be entitled to participate in all standard benefits generally offered to Sacramento County employees, including, without limitation, the Sacramento County Employees' Retirement System ("SCERS"), and any successor thereto. The Authority shall pay 100% of the Executive Secretary's and Administrative Services Officer I's contribution to SCERS.
- B. As used herein, "benefits" include, but are not limited to: holidays, sick leave, vacation, retirement benefits and payments, deferred compensation plans, health insurance, vision insurance, dental insurance, and life insurance.

4. SEVERANCE PAY

Upon termination of this Agreement, the Authority shall notify the County of any severance payment due to the Executive Secretary or Administrative Services Officer I.



Capital SouthEast Connector Board of Directors

Item # 8
Resolution

July 31, 2009

Extension of contract for legal services with Miller, Owen & Trost

Issue: The current legal services contract with Miller, Owen & Trost will expire on July 31, 2009, and can be renewed for an additional four years.

Recommendation: Approve a two-year extension of the legal services contract with Miller, Owen & Trost.

Discussion: On July 1, 2008, the JPA entered into a one-year agreement with Miller, Owen & Trost ("MOT") for legal services. Including a one month administrative extension, that agreement will expire on July 31, 2009. Section 1 of the agreement states that the JPA may amend the agreement to extend it for four additional years, until July 1, 2013. The contract may be terminated at any time.

This proposed contract extension initially came before the Board in May. At that time, Director Starsky asked whether the Executive Director had explored rate modifications and a shorter extension with MOT. The Board subsequently voted to continue action on the contract extension to allow the JPA staff to discuss the contract extension with MOT and to develop additional information for the Board

MOT has worked on the Connector Project since 2005. Mr. Trost took an early role in helping the member jurisdictions identify governance options for the Connector, and ultimately facilitated the discussions and negotiations that led to the formation of the JPA. After formation of the JPA in December 2006, the Board asked MOT to continue as interim General Counsel and to serve as interim Secretary to the Board, pending a formal request for proposal process. He is intimately familiar with the workings of the JPA and its composition. As general counsel for the Sacramento Area Council of Governments, he also has a strong working knowledge of regional issues and finance, both of which are considered invaluable to the success of the JPA and the Connector project.

In April 2008, the JPA released a request for proposals for General Counsel. Representatives from each member jurisdiction participated in scoring the proposals on a 100-point scale. Based upon composite scores for each of the firms, MOT was the highest ranked firm by more than a 10-point margin.

Although cost was a very minor component in the scoring scale, MOT's cost proposal was far superior to the other firms. Based upon an analysis of MOT's billings over the first year of the contract, the rates charged by MOT were 10-30% lower than the rates proposed by the other responding firms. This has resulted in a potential saving to the JPA of between \$15,000 to \$45,000.

MOT is a highly-regarded local firm specializing in public agency representation generally, and transportation and joint powers agency representation specifically. The firm is listed on the National Bar Register of Preeminent Lawyers, and has received Martindale & Hubbell's highest "AV" rating. Mr. Trost and Ms. Miller are regularly listed as California Super Lawyers by *Law & Politics* magazine, a leading national publication on peer recognition and professional achievement

Based upon the foregoing information, and further discussions with Mr. Trost, staff recommends that the Board approve a reduced two-year extension to the contract and a contract amendment freezing MOT's rates for a period of not less than one year. If the Board chooses, the Executive Director can bring the contract back before you to examine the requested rate increase, if and once it is received. The Board also will retain the right to terminate the contract at any time.

In light of the attractive financial bid by MOT just last year, the substantial savings the JPA has received, MOT's extensive experience with the nuances of the Connector program, and MOT's exemplary service to the JPA, staff recommends the Board approve a contract extension with MOT on these terms, which are reflected in the attached amendment.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Tom Zlotkowski". The signature is fluid and cursive, with a large initial "T" and "Z".

Tom Zlotkowski
Executive Director



Item #8
Attachment

RESOLUTION NO. 2009-11

RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAPITAL SOUTHEAST CONNECTOR
AUTHORITY APPROVING AMENDMENT NUMBER 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
CAPITAL SOUTHEAST CONNECTOR AND MILLER, OWEN & TROST

BE IT RESOLVED by the Board of Directors ("Board") of the Capital SouthEast Connector Authority that Amendment Number 1 to the Agreement for Professional Services Between the Capital SouthEast Connector and Miller, Owen & Trost, presented to the Board at this meeting and attached hereto, is hereby approved and the Chairperson of the Board is hereby authorized and directed to execute and deliver said Amendment on behalf of the Authority in substantially the same form as attached.

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

* * * * *

PASSED AND ADOPTED this 31st day of July, 2009, by the following vote:

AYES:

NOES:

ABSENT:

Chairperson

ATTEST:

Secretary

AMENDMENT NUMBER 1
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE
CAPITAL SOUTHEAST CONNECTOR AND MILLER, OWEN & TROST

This Amendment Number 1 to the July 1, 2008, contract for professional services (“Agreement”) between the Elk Grove – Rancho Cordova – El Dorado Connector Authority, a joint powers agency doing business as the Capital SouthEast Connector (“Authority”), and Miller, Owen & Trost, A Professional Corporation (“Contractor”), is entered into effective August 1, 2009.

WHEREAS the Authority and Contractor wish to amend the Agreement as it relates to legal services for the Authority.

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

1. The scope of work to the Agreement is not changed from the original Agreement.
2. Contractor will not raise its rates for a period of not less than one year.
3. This Amendment Number 1 shall take effect on August 1, 2009.
4. The term of the Agreement is extended for additional two years, expiring on July 31, 2011.
5. Except as expressly amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

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

CAPITAL SOUTHEAST CONNECTOR

TOM ZLOTKOWSKI
Executive Director

RECOMMENDED BY:

LYNN MAHONEY
Administrative Services Officer

CONTRACTOR

MILLER, OWEN & TROST
Kirk E. Trost