

AGENDA ITEM 1 F
Consent Item

MEMORANDUM

DATE: April 2, 2020

TO: El Dorado County Transit Authority

FROM: Matthew Mauk, Executive Director

SUBJECT: Federal Advocacy Partner Agency Memorandum of Understanding

REQUESTED ACTION:
BY MOTION,

Authorize the Chair to enter a Memorandum of Understanding (MOU), between the El Dorado County Transit Authority, City of Placerville, El Dorado County and El Dorado County Transportation Commission, to solicit, secure, and administer Federal Transportation Advocacy Services.

BACKGROUND

At the request of the El Dorado County Transportation Commission (EDCTC) in December 2019, EDCTC staff initiated discussions with the El Dorado County Transit Authority (El Dorado Transit) and the other two jurisdictional partner agencies to determine the best approach to explore Federal advocacy services. Based on these discussions, the EDCTC and partner agencies determined an MOU would be most appropriate and cost effective. On February 6, 2020 the EDCTC authorized their Executive Director to negotiate an MOU with the partner agencies. The proposed MOU will clearly identify the financial commitment and coordination roles and responsibilities of each partner agency.

DISCUSSION

The MOU (attached) identifies the financial commitment through a percentage split for each partner agency. El Dorado County and EDCTC will each contribute 40% of contract costs, while El Dorado Transit and the City of Placerville will each contribute 10% of contract costs. For contracting purposes, an annual not to exceed amount of \$65,000 was determined appropriate by all partner agencies and was included within a Request for Proposals, released on February 18, 2020. EDCTC will serve as project lead and has adopted an overall project budget of \$100,000 to allow for additional advocacy work above and beyond the base contract, if needed.

The proposed MOU allows for El Dorado Transit to work with the partner agencies individually or collectively to advance transit and infrastructure projects and programs throughout El Dorado County. The MOU will become effective upon its execution by all parties and will extend

through Fiscal Year 2022/23 unless terminated earlier per the terms of the agreement. Staff recommends the Board authorize the Chair to enter into the MOU with the partner agencies for Federal transportation advocacy services.

FISCAL IMPACT

The Preliminary Fiscal Year 2020/21 Operating Budget, presented for adoption later in this agenda, includes an annual not to exceed amount of \$10,000 in the appropriate Service and Supply Accounts to fully support El Dorado Transit's participation in the MOU.

**MEMORANDUM
OF
UNDERSTANDING**

between

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

and

**EL DORADO COUNTY
TRANSPORTATION COMMISSION**



MEMORANDUM OF UNDERSTANDING FEDERAL ADVOCACY

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

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

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

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

SECTION I: DESCRIPTION OF PARTNER AGENCIES

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

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

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

SECTION II: PURPOSE AND PRINCIPLES

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

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

SECTION III: ROLES AND RESPONSIBILITIES

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

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

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

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

SECTION IV: TERM

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

SECTION V: COUNTERPARTS

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

SECTION VI: CONTRACT ADMINISTRATION

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

El Dorado County Transportation Commission: Woodrow Deloria, Executive Director
2828 Easy Street, Suite 1
Placerville, CA 95667

El Dorado County: Don Ashton, Chief Administrative Officer
330 Fair Lane
Placerville, CA 95614

City of Placerville: Cleve Morris, City Manager
3101 Center Street
Placerville, California 95667

El Dorado County Transit Authority: Matt Mauk, Executive Director
6565 Commerce Way
Diamond Springs, CA 95619

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

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APPROVAL:

CITY OF PLACERVILLE

EL DORADO COUNTY

Michael Saragosa, Mayor

Brian Veerkamp, Chair
El Dorado County Board of Supervisors

Date

Date

**EL DORADO COUNTY TRANSPORTATION
COMMISSION**

EL DORADO COUNTY TRANSIT AUTHORITY

Shiva Frentzen, Chair
El Dorado County Transportation
Commission

John Hidahl, Chair
El Dorado Transit

Date

Date