

ADMINISTRATIVE SERVICES AGREEMENT

BETWEEN THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS AND CAPITAL AREA REGIONAL TOLLING AUTHORITY

This Administrative Services Agreement ("Agreement") is entered into between the Sacramento Area Council of Governments ("SACOG"), a California joint powers agency, and the Capital Area Regional Tolling Authority ("CARTA"), a California joint powers agency.

WHEREAS, CARTA is a joint powers agency formed on February 15, 2024, by the Sacramento Area Council of Governments, Yolo Transportation District, and the California Department of Transportation District 3 for the purpose of leading the implementation of toll facilities in the Sacramento region; and

WHEREAS, SACOG has been providing staffing services to CARTA on a cost reimbursement basis since July 2024; and

WHEREAS, CARTA desires to continue receiving staffing services from SACOG to support its operations and projects.

NOW, THEREFORE, in consideration of the promises and covenants herein, the parties agree as follows:

1. Services. SACOG shall provide staffing services to CARTA as requested and agreed upon by both parties. These services may include, but are not limited to, administrative support, contract management, financial management, and other related services (collectively, "non-technical services").
2. Planning and Project Management. SACOG shall provide limited technical planning and project management services to CARTA through January 31, 2026. CARTA acknowledges that SACOG does not employ a licensed engineer and will not provide engineering services to CARTA.
3. Evaluation of Services. In October 2026, SACOG and CARTA shall jointly evaluate the need for staffing support to CARTA from SACOG through the term of this Agreement. The need for additional staffing support shall be memorialized by a signed letter agreement between the Executive Director of each agency. In the event that CARTA does not have an executive director by such a date as such additional staffing support needs are identified, approval on CARTA's behalf shall be granted by its Board.
4. Annual Staffing Needs Assessment. CARTA shall develop by January 1 of each year a detailed estimate of staffing needs from SACOG and share this information with SACOG. SACOG shall respond to CARTA to confirm whether the staffing request can be met, or, if there need to be any modifications. SACOG will include agreed upon staffing estimates in its budget. CARTA will budget for a total dollar amount for staffing services as indicated by SACOG.
5. Control of Personnel. SACOG has and shall retain the right to exercise full control of the supervision of the services, employment, direction, compensation, and discharge of all SACOG employees performing services under this Agreement. SACOG shall be solely

responsible for all matters relating to the payment of its employees, including, but not limited to, compliance with California Public Employees' Retirement System, social security and income tax withholding, workers' compensation insurance, and all regulations governing such matters.

6. Reimbursement. CARTA agrees to reimburse SACOG for all costs incurred in providing the staffing services described in Section 1. Reimbursement shall be based on actual costs incurred by SACOG, including salaries, fringe benefits, indirect costs, and any direct costs associated with the staffing services. SACOG staff will submit timesheets detailing hours worked for CARTA on a monthly basis. SACOG will bill CARTA for costs based on the then-current rates by staff person. Any costs incurred shall be invoiced monthly or at least quarterly. CARTA shall remit payment to SACOG within thirty (30) days of receipt and verification of the itemized invoice.
7. Term and Termination. This Agreement shall commence on July 1, 2025, and shall continue through June 30, 2027, unless otherwise terminated as provided herein. Either party may terminate this Agreement for any reason upon ninety (90) days' written notice to the other party. In the event of termination, CARTA shall reimburse SACOG for all costs incurred up to the effective date of termination.
8. Amendments. Except as otherwise described herein, this Agreement may be amended only by a written agreement executed by both parties.
9. Integration. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement executed and delivered as of the day and year first above written.

[SIGNATURES ON NEXT PAGE]

SACRAMENTO AREA COUNCIL OF GOVERNMENTS

James Corless, Executive Director

APPROVED AS TO FORM:

Osman Mufti, Counsel
Sloan Sakai Yeung and Wong

CAPITAL AREA REGIONAL TOLLING AUTHORITY

Oscar Villegas, Board Chair

APPROVED AS TO FORM:

Michael Maurer, Counsel
Best Best & Krieger