

ORIGINAL

**AGREEMENT BETWEEN THE
EL DORADO COUNTY TRANSPORTATION COMMISSION
AND EL DORADO COUNTY FOR FY 2016/17
SURFACE TRANSPORTATION BLOCK GRANT PROGRAM
EXCHANGE FUNDS**

This agreement is made on August 3, 2017 by and between the El Dorado County Transportation Commission, hereinafter referred to as "EDCTC," and El Dorado County, 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 X17-6157(061) 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) 2016/17 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 EDCTC received the FY 2016/17 STBGP Exchange funds on 6/6/2017 which will be paid to the County per the formula based distribution policy adopted by the EDCTC on February 3, 2011 after the execution of this agreement and approval of the El Dorado County Transportation Commission; 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 agrees 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 Subsections 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 three 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.

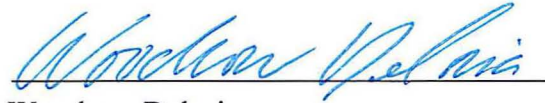
14. TERMINATION DATE

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

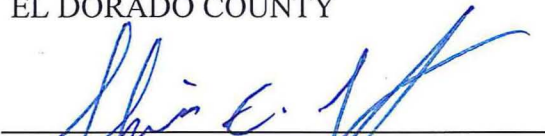


Woodrow Deloria
Executive Director

8/3/17

Date

STBGP Exchange Recipient:
EL DORADO COUNTY

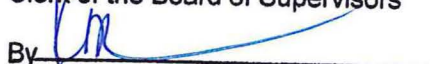


Shiva Frentzen, Chair
El Dorado County Board of Supervisors

6/27/2017

Date

ATTEST: James S. Mitrison
Clerk of the Board of Supervisors

By 

Kim Dawson, Sr. Deputy Clerk

EXHIBIT A

FY 2016/17

El Dorado County Transportation Commission
 Agreement # X17-6157 (061)
 Surface Transportation Block Grant Program - Exchange Funds

Allocation Approved to El Dorado County on 8/3/2017: \$ 455,350

| Agency | Commission Approval Date | Fund Expiration Date | Project | Cost Estimate-STBGP Share |
|------------------|--------------------------|----------------------|---------------------------------------|---------------------------|
| El Dorado County | <u>8/3/2017</u> | <u>8/3/2022</u> | 77136-Green Valley Rd @ Mound Springs | \$150,000 |
| El Dorado County | <u>8/3/2017</u> | <u>8/3/2022</u> | 77127-Green Valley Rd @ Indian Creek | \$150,000 |
| El Dorado County | <u>8/3/2017</u> | <u>8/3/2022</u> | 77122-Newtown Rd Bridge | \$155,350 |
| El Dorado County | | | | |
| Total | | | | \$ 455,350 |