

**AGREEMENT BETWEEN THE
EL DORADO COUNTY TRANSPORTATION COMMISSION
AND EL DORADO COUNTY DEPARTMENT OF TRANSPORTATION
FOR FY 2022/23 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 “STBG Exchange Recipient.”

WHEREAS, as authorized by section 182.6(g) of the Streets and Highways Code, EDCTC has entered into agreement X23-6157(081) with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual Surface Transportation Block Grant Program (STBG) apportionment to Caltrans in exchange for fiscal year (FY) 2022/23 nonfederal State Highway Account funds; and

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

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

WHEREAS, the FY 2022/23 STBG 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 STBG Exchange Funds; and

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

1. The STBG Exchange Recipient agrees to use the funds only for the STBG 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 STBG Exchange Recipient agrees to mention EDCTC’s role in funding the project in any press release or media event held by the STBG Exchange Recipient to promote a STBG funded project.
4. EDCTC agrees to allocate all of these Funds only for those projects implemented by cities, counties, and other STBG 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 STBG Exchange Recipient agrees to submit a status report to EDCTC by April 30 each year with the details of the STBG funding by project listed on Exhibit A.
6. STBG 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 STBG Exchange Recipient agrees to have an approved budget appropriation of the STBG 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 STBG Exchange project(s) within the five years shall allow EDCTC to request repayment from the STBG Exchange Recipient and reprogram such Exchange Funds for other purposes.
8. COST PRINCIPLES
 - A. EDCTC and STBG 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. STBG 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) STBG 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 STBG 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 are subject to repayment to EDCTC and Caltrans.
9. THIRD PARTY CONTRACTING
 - A. STBG 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. STBG Exchange Recipient agrees that any subcontract or agreement entered into by STBG 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 STBG Exchange Recipient shall be consistent with Local Program Procedures as published by Caltrans.

10. ACCOUNTING SYSTEM

STBG 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 STBG 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 STBG Exchange Recipient's contracts with third parties, EDCTC, STBG Exchange Recipient, STBG 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 STBG 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 STBG Exchange Recipient shall furnish copies thereof if requested.

12. TRAVEL AND SUBSISTENCE

Payments to STBG Exchange Recipient for travel and subsistence expenses of STBG 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 STBG Exchange Recipient is responsible for the cost difference and any overpayments shall be reimbursed to EDCTC and Caltrans on demand.

13. PROJECT COMPLETION

STBG Exchange Recipient agrees to provide to EDCTC a report summarizing total project costs and milestones for each project using this STBG 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 STBG Exchange Recipient execute this Agreement as follows:

EL DORADO COUNTY TRANSPORTATION COMMISSION

Woodrow Deloria
Executive Director

Date

STBG Exchange Recipient:
EL DORADO COUNTY

Wendy Thomas, Chair
El Dorado County Board of Supervisors

Date

EXHIBIT A

FY 2022/23

El Dorado County Transportation Commission
 Agreement # X23-6157 (081)
 Surface Transportation Block Grant Program - Exchange Funds

Allocation to El Dorado County Department of Transportation approved by the
 Commission on _____ : \$ 670,721.00

| Agency | Commission Approval Date | Fund Expiration Date | Project | Cost Estimate-STBG Share |
|------------------|--------------------------|----------------------|---|--------------------------|
| El Dorado County | | | 36104015 US 50 / Camino Area Safety Project | \$29,000.00 |
| El Dorado County | | | 36105061 Intersection Safety/Pedestrian Safety Improvement | \$4,500.00 |
| El Dorado County | | | 36105062 Intersection Safety/Sight Triangle Improvement | \$3,500.00 |
| El Dorado County | | | 36105072 Pleasant Valley Road Safety Improvements | \$155,000.00 |
| El Dorado County | | | 36105011 Diamond Springs Parkway - Phase 1B | \$478,721.00 |
| | | | Total | <u>\$670,721.00</u> |