



COUNTY OF EL DORADO
EAST SACRAMENTO REGION AGGREGATE MINING TRUCK
TRAFFIC STUDY AND MANAGEMENT PLAN
FUNDING AGREEMENT

AGMT #09-52697

COUNTY OF SACRAMENTO

THIS FUNDING AGREEMENT, (hereinafter referred to as "Agreement") made and entered into by and between the COUNTY OF EL DORADO, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and the COUNTY OF SACRAMENTO, a political subdivision of the State of California, whose mailing address is 906 G Street, Suite 510, Sacramento, California 95814 (hereinafter referred to as "SACDOT");

RECITALS

WHEREAS, COUNTY's Board of Supervisors has established goals and policies in the Transportation and Circulation Element of the 2004 El Dorado County General Plan including the identification and review of truck routes;

WHEREAS, COUNTY, SACDOT, the City of Rancho Cordova, the Capital Southeast Connector Joint Powers Authority and the Folsom Sphere of Influence Landowners, in conjunction with the aggregate mining companies, Teichert, Granite, and DeSilva Gates, have agreed to identify the impacts of trucking aggregate from proposed quarries and to develop strategies and to identify alternative routes for trucks supporting the quarries located within Sacramento County that will impact roadways in existing and planned communities in the greater regional area;

WHEREAS, SACDOT has agreed to take the lead role to conduct a traffic study and management plan by obtaining the services of a professional consultant to prepare the East Sacramento Region Aggregate Mining Truck Traffic Study and Management Plan, (hereinafter referred to as the "TMP"); and SACDOT has requested funding from COUNTY for a portion of SACDOT's professional services agreement with a consultant selected to prepare the TMP;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, COUNTY and SACDOT mutually agree as follows:

1. COUNTY hereby agrees to pay to SACDOT and SACDOT hereby agrees to accept from COUNTY the not-to-exceed sum of \$5,000 to reimburse SACDOT for a portion of the costs for SACDOT's professional services agreement with the consultant selected to prepare the TMP. In no event shall COUNTY's obligation under this Agreement exceed \$5,000.
2. SACDOT shall submit to COUNTY a proposed scope of work, a fully executed copy of its professional services agreement between SACDOT and its consultant to perform the work, and a copy of the draft and final TMP. COUNTY's payment to SACDOT shall be made in two increments. The first payment in the amount of \$2,500 shall be paid upon the full execution of this

Agreement and COUNTY's receipt and approval of SACDOT's invoice for the first payment. The second payment in the amount of \$2,500 shall be paid upon COUNTY's receipt and approval of SACDOT's invoice, proof of SACDOT's payment to the consultant, receipt of the final TMP, and COUNTY's receipt and acceptance of SACDOT's certification and attendant documentation more fully described below in Section 7 herein. Payments shall be made only for the purpose of reimbursing SACDOT \$5,000 for a portion of the cost of consultant's services provided under the terms of SACDOT's professional services agreement for the TMP. SACDOT shall be responsible for actual payment to the consultant. SACDOT staff time will not be reimbursed by COUNTY, but will be paid by SACDOT. Nothing in this Agreement shall be deemed to constitute a contract between COUNTY and any consultant, in any manner to create any obligation on the part of COUNTY to pay any such debt or billing, or be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

Invoices shall be mailed to COUNTY at the following address:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn.: Administration Division - Accounts Payable

or to such other location as COUNTY directs.

3. This Agreement shall become effective when fully executed by both parties hereto and shall expire eighteen (18) months from the effective date.
4. The sole source of the funds provided under this Agreement is only from the COUNTY's Road Fund. COUNTY shall not be required to fund any costs, nor pay from any other funds or revenues, including but not limited to COUNTY's General Fund.
5. COUNTY shall be a member of a Technical Advisory Committee that will have input to and will help guide the SACDOT's TMP effort; however, SACDOT will have an independent contractual relationship with the consultant selected to prepare the TMP and SACDOT shall be solely responsible for the direction, administration, management, and payment of the consultant selected.
6. The TMP, including but not limited to the parameters and objectives of the TMP, SACDOT's consultant selection process, the terms and conditions of SACDOT's professional services agreement with the consultant, SACDOT's management and administration of its professional services agreement with the consultant, and all other matters directly or indirectly involved with the TMP shall be in conformity with all applicable federal, state and local laws and requirements.
7. Upon completion or earlier termination of SACDOT's professional services agreement with consultant, SACDOT shall provide a certification and attendant documentation sufficient to demonstrate to the satisfaction of COUNTY's Contract Administrator that the work has been completed, that the final TMP has been received and is acceptable, and that the funds paid to SACDOT under this Agreement are being utilized only for the purposes contemplated herein. For a period of three (3) years after completion of the TMP, SACDOT will keep and maintain an accurate financial account, in accordance with generally accepted accounting principles, of all funds expended by it with respect to the consultant. Such accounting records shall be available for inspection by COUNTY or COUNTY's designee during normal business hours at the offices of SACDOT.

8. SACDOT shall submit to COUNTY hard copies of all professional and technical documents and information developed by SACDOT's consultant under the professional services agreement to prepare the TPM, and hard copies of all work products, including writings, work sheets, reports, and related data and materials. Any copyrights, patents and all other rights and interests therein shall allow COUNTY to use the work products for all COUNTY purposes. SACDOT agrees to deliver and assign the foregoing to COUNTY upon completion of the services under its professional services agreement with the consultant selected to prepare the TPM hereunder or upon any earlier termination of that agreement. SACDOT assigns the work products to COUNTY for the full terms of protection available under the law. In addition, the work products prepared or obtained under SACDOT's professional services agreement to prepare the TPM shall be made available to COUNTY without restriction or limitation on their use.

9. SACDOT shall defend, indemnify, and hold COUNTY harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, COUNTY employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with SACDOT's acceptance of the funds hereunder or with SACDOT's selection, management, administration, payment or oversight of the consultant selected to provide the services required in connection with the TMP or work to be performed under SACDOT's professional services agreement for the services contemplated herein, regardless of the existence or degree of fault or negligence on the part of COUNTY, SACDOT, consultants, subconsultants and employees of any of these, except for the sole, or active negligence of COUNTY, its officers and employees, or as expressly provided by statute. This duty of SACDOT to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

10. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be in duplicate and addressed as follows:

To COUNTY:

County of El Dorado
 Department of Transportation
 2850 Fairlane Court
 Placerville, California 95667

Attn.: Craig D. McKibbin,
 Deputy Director
 Transportation Planning and
 Land Development Division

With a Copy to:

County of El Dorado
 Department of Transportation
 2850 Fairlane Court
 Placerville, California 95667

Attn.: Tim C. Prudhel,
 Contract Services Officer

or to such other location as COUNTY directs.

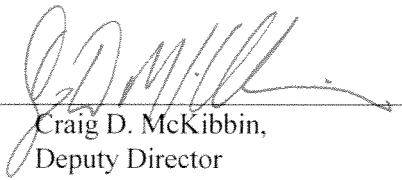
Notices to SACDOT shall be addressed as follows:

Sacramento County Department of Transportation
 Attn: Dean Blank
 906 G Street, Suite 510
 Sacramento, California 95814

or to such other location as SACDOT directs.


11. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on either of the parties hereto.
12. This Agreement is to be governed by and construed in accordance with the laws of the State of California. Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California.
13. The COUNTY Officer or employee with responsibility for administering this Agreement is Craig D. McKibbin, Deputy Director, Transportation Planning and Land Development Division, Department of Transportation, or successor.
14. Neither this Agreement, nor any part thereof, nor any monies due or to become due hereunder, may be assigned by SACDOT without the express written approval of COUNTY.
15. This instrument constitutes the sole and only Agreement between COUNTY and SACDOT respecting the reimbursement for costs for the TMP, and correctly sets forth the obligations of COUNTY and SACDOT to each other as of its effective date. This Agreement incorporates or supersedes all prior written or oral agreements or understandings. Any agreements or representations respecting the TMP or the Agreement not expressly set forth in this instrument are null and void.
16. The terms and conditions of this Agreement, express or implied, exist only for the benefit of the parties to this Agreement and their respective successors and assigns. This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than SACDOT and COUNTY. No other person or entity shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.
17. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

Contract Administrator Concurrence:

By: 
Craig D. McKibbin,
Deputy Director
Transportation Planning and
Land Development Division

Dated: 2-25-2010

Requesting Department Concurrence:

By: 
James W. Ware, P. E.
Director of Transportation

Dated: 2/25/10

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

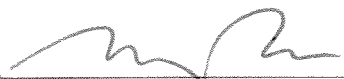
Board of Supervisors
"COUNTY"

Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- COUNTY OF SACRAMENTO --

By: 

Michael J. Penrose
Director of Transportation

Dated: 3/4/2010