

ORIGINAL

#300-01511
CDA 14-53995

Agreement Number 15C00028

SUB-RECIPIENT GRANT AGREEMENT

This Grant Agreement (Agreement) is made and entered into this 1st day of December by and between the Tahoe Regional Planning Agency on behalf of the Tahoe Metropolitan Planning Organization, hereinafter called the TMPO, and El Dorado County, hereinafter called the Recipient.

I. Introduction: The purpose of this Agreement is to pass through reimbursement from the Tahoe Regional Planning Agency (TRPA) for the TMPO to Recipient as part of the On Our Way Community Grant Program (Grant Program). The purpose of the Grant Program as a whole is to help Lake Tahoe communities identify neighborhood-level transportation and community improvements to meet Region-wide sustainability goals of creating walkable, mixed use centers, encouraging biking, walking, and transit use, supporting economic vitality, and reducing impacts to the environment. The outcomes of the Grant Program will support the update of the Lake Tahoe Regional Transportation Plan and Regional Plan. The Recipient's project Meyers Sustainable Mobility Plan Project (Project) contributes significantly to meeting these goals.

RECITALS

- A. This agreement is implemented through the SAFETEA-LU Technical Corrections Act of 2008, Public Law No. 110-244, 122 Stat. 1572, 1576, §101(n), which provides, "...the Secretary shall set aside 1/2 percent of all funds authorized to be appropriated for such fiscal year to carry out section 204 and shall make such funds available to the metropolitan planning organization for the Lake Tahoe region to carry out the transportation planning process, environmental reviews, preliminary engineering, and design to complete environmental documentation for transportation projects for the Lake Tahoe region ...".
- B. TRPA has received and reviewed the Recipient's application, which included a detailed budget and scope of work in conformance with the On Our Way Grant Guidelines released January 14, 2014.
- C. TRPA has reviewed all relevant documents, including those required documents necessary to comply with all existing laws and regulations and has approved the funding subject to this Agreement.
- D. TRPA and the Recipient now desire to enter into this Agreement for Meyers Sustainable Mobility Plan Project as described in this Grant Agreement and the exhibits which are incorporated in and attached to it.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, TRPA and the Recipient agree as follows:

OPERATIVE PROVISIONS

SECTION I

PROJECT EXECUTION AND SERVICES OF THE RECIPIENT

1. Engagement of Recipient. TRPA hereby engages the Recipient, subject to the terms and conditions set forth in this Agreement, to execute the Project and provide services and products as set forth in Exhibit "A" (the "Scope of Work") and to be reimbursed for these services and products as set forth in Exhibit "B" (the "Grant Funds"). The Recipient agrees to execute the Project under the Scope of Work and perform the services and provide products in accordance with the terms and conditions of this Agreement.
2. Performance of the Recipient. The Recipient accepts the relationship of trust and confidence established between TRPA and the Recipient by the terms of this Agreement. The Recipient covenants with TRPA to furnish its best skill, judgment and efforts, and to cooperate with TRPA and any other Recipients or contractors engaged by TRPA in the execution of the Project described in the Scope of Work. The Recipient covenants to use its best efforts to perform its duties and obligations under this Agreement in an efficient, expeditious, and economical manner, consistent with the best interests of TRPA and in furtherance of the Grant's purposes.
3. The Recipient's Personnel. The Recipient shall provide adequate and experienced administrative and management personnel to perform under the Agreement.
4. The Recipient's Responsibilities for Costs and Expenses. Other than costs and expenses specifically covered by the Grant funding, the Recipient shall be responsible for all costs and expenses incurred relative to the Recipient, personnel of the Recipient, and subcontractors of the Recipient, in connection with the performance under this Agreement.

SECTION II

RESPONSIBILITIES OF THE RECIPIENT

1. Personnel. The Scope of Work shall be performed by the Recipient or under its supervision. The Recipient represents that it possesses the professional and technical personnel required to perform, or has the capacity to contract for these services. The Recipient is a grantee, not an employee of TRPA. The personnel performing on behalf of the Recipient shall at all times be under the Recipient's exclusive direction and control. The Recipient shall pay all expenses including, without limitation, salaries, fringe benefit contributions, payroll taxes, withholding taxes and other taxes or levies, and all other amounts due such personnel or due others as a result of the performance by such personnel in connection with their performance under the Agreement. The Recipient shall also be responsible for all reports and documentation required for its employees.
2. Cooperation/Project Administrator. The Recipient shall work closely and cooperate fully with TRPA's designated Grant Administrator, and any other agencies which may have jurisdiction or interest in the Project to be executed under the Scope of Work. The Grant Administrator will administer this Agreement. The Grant Administrator, or his/her designee, shall be the principal officer of TRPA, for liaison with the Recipient, and shall review and give approval to the details of the Scope of Work as they are performed. TRPA designates Morgan Beryl, Transportation Planner, as its Grant Administrator, but reserves the right to appoint another person as Grant Administrator upon written notice to the Recipient.

3. Project Manager. The Recipient shall designate and assign a project manager ("Project Manager"), who shall coordinate all phases of Project execution under the Scope of Work. The Project Manager shall be available to TRPA at all reasonable times. The Recipient designates Brendan Ferry, to be its Project Manager.
4. Contract Administrator. The County Officer or employee with responsibility for administering the Agreement is David Defanti, Assistant Director, Community Development Agency, Long Range Planning, or successor.
5. Time of Performance. Execution of the Project under the Scope of Work by the Recipient under and pursuant to this Agreement shall be conducted in accordance with the timetables contained in Exhibit A.
6. Report Materials. At the completion of the Project under the Scope of Work, the Recipient shall deliver to TRPA a copy of all documents, catalogs, quotes, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Recipient, or prepared by others for the use and/or benefit of the Recipient, or otherwise provided to the Recipient by TRPA or by others under this Agreement (the "Report Materials"). TRPA and the TMPO shall have the right to use any of the grant deliverables for outreach, promotional purposes, or for the purposes of updating the Regional Transportation Plan or Regional Plan.
7. TRPA Policy. The Recipient shall discuss and review all matters relating to execution of the Project with the Grant Administrator in advance of all critical decision points in order to ensure that performance occurs in a manner consistent with the goals and policies of TRPA.
8. Conformance to Applicable Reporting and Requirements. This Agreement will be funded in part or all by a Federal Highway Administration Grant. All aspects of performance under this Agreement by the Recipient shall at all times conform to applicable city, county, state, and federal requirements, including, but not limited to, the terms of the Grant Agreement between TRPA and Federal Highway Administration, Agreement #DTFH68-11-E-00013 (Exhibit "D"). Recipient (Grantee) certifies that they and all their contractors will follow all provisions for reporting which may include applicable certifications and assurances as follows:
 - A. Title VI of the Civil Rights Act of 1964 and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 - B. 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
 - C. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
 - D. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
 - E. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
 - F. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal Financial Assistance.
9. Indemnification. Except for the active negligence or willful misconduct of TRPA, the Recipient shall indemnify, defend and hold harmless TRPA, its boards, officers, employees, and agents

against, and will hold and save them and each of them, harmless from any and all actions, claims, penalties, obligations, liabilities, or damages that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising solely out of the acts or omissions of the Recipient in the performance of this Agreement:

- A. The Recipient will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorney's fees, with an attorney of TRPA's own choosing, incurred in connection therewith.
 - B. The Recipient will promptly pay any judgment rendered against the Recipient and/or TRPA covering such claims, damages, penalties, obligations, and liabilities arising solely out of the acts or omissions of the Recipient in the performance of this Agreement, and the Recipient agrees to save and hold TRPA harmless therefrom.
 - C. In the event TRPA is made a party to any action or proceeding filed or prosecuted against the Recipient for such damages or other claims arising solely out of the acts or omissions of the Recipient in the performance of this Agreement, the Recipient agrees to pay to TRPA any and all costs and expenses incurred by TRPA in such actions or proceedings, together with reasonable attorneys' fees for an attorney of TRPA's own choosing.
 - D. The provisions of this Paragraph shall survive termination of this Agreement.
10. Standard of Care; Licenses. The Recipient represents and warrants that it and all personnel engaged in performance under this Agreement are and shall be fully qualified and are authorized or permitted under state and local law to so perform. The Recipient shall perform in a skillful and competent manner. The Recipient shall be responsible to TRPA for any errors or omissions in the execution of its duties hereunder. The Recipient represents and warrants that it and all personnel engaged in performing under this Agreement have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The Recipient further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.
11. Insurance. Without limiting the Recipient's indemnification of TRPA, the Recipient shall obtain, provide and maintain at its own expense during the term of this Agreement a policy or policies of insurance of the type and amounts described below, signed by a person authorized by that insurer to bind coverage on its behalf, and satisfactory to TRPA, in its sole discretion. The Recipient shall provide to TRPA certificates of insurance and copies of policies with Best's Class A - or better carriers, or proof of self-insurance, if requested by TRPA, of the following insurance:
- (1) Workers' compensation insurance covering all employees and principals of the Recipient, in a minimum amount of \$1 million per accident, effective per the laws of the State of California [or Nevada].
 - (2) Commercial general liability insurance covering third party liability risks, including, without limitation, contractual liability, in a minimum amount of \$1 million combined single limit per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this Project, or the general aggregate limit shall be twice the

occurrence limit. The Policy shall add as insured's or additional insured's TRPA, the TMPO, and their Boards, Advisory Commissions, officials, officers and employees, and agents for all liability arising from the Recipient's services as described herein.

- (3) Commercial auto liability and property insurance covering any owned and rented vehicles of the Recipient in a minimum amount of \$1 million combined single limit per accident for bodily injury and property damage.
 - (4) Professional liability insurance covering errors and omissions on the part of the Recipient, in a minimum amount of \$1 million per claim on a claims made form. Such insurance shall include coverage or an extended reporting period for two years [in some cases longer] beyond the completion of the Recipient's performance of this Agreement pursuant to the terms and conditions described herein.
 - (5) Any additional forms of insurance, which the Recipient and/or TRPA determine may be necessary for its proper protection and performance of this Agreement.
 - A. Said policy or policies shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior notice has been given in writing to TRPA. Cancellation or modification of insurance coverage may be grounds for immediate termination of this Agreement. The Recipient shall give TRPA prompt and timely notice of any claims made or suits instituted in association with or arising out of the Recipient's performance of this Agreement.
 - B. The Recipient shall include subcontracting Recipients, if any, as insured's under its policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverage for each subcontractor shall be subject to the requirements stated herein.
12. Prohibition Against Assignment.
- A. The Recipient shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly by operation of law, without the prior written consent of TRPA. Any attempt to do so without the prior written consent of TRPA shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.
 - B. If the Recipient is a corporation any dissolution or action which shall result in changing the control of the Recipient, shall be deemed an assignment of this Agreement.
13. Competitive Bid Requirements. Selection of contractors to assist with completion of Project goals must conform to federal competitive bidding procedures. TRPA may request to review the recipient's procurement procedures or ask for certification that these procedures comply with federal requirements. Recipients will be required to report semi-annually, on a form provided by TRPA, on any contracts entered into for On Our Way Project work utilizing Disadvantaged Business Enterprises, in order for TRPA to fulfill federal and state reporting requirements.
14. Progress. The Recipient is responsible to keep the Grant Administrator and/or his/her duly authorized designee informed on a regular basis regarding the status and progress of the products and the services, activities performed and planned, and any meetings that have been scheduled or are desired relative to the provision of products and services or relative to this Agreement. Progress reports must accompany each invoice submitted for payment. Progress reports must contain all of the following:

- A. Status of percent of task complete
 - B. Status of percent of funds expended for each task
 - C. Remaining funds for each task
 - D. A copy of or documentation of completed deliverables to date
 - E. Any pending issues
15. Invoicing. The Recipient shall submit invoices to TRPA on a monthly or on such other basis as set forth in Exhibit "B" (the Grant Funds). Invoices must be postmarked no later than 30 days after the end of each billing cycle, except for at the end of the fiscal year, at which time they must be postmarked no later than 15 days after the end of the billing cycle. Each invoice will follow the format shown in Exhibit "C," (Invoice Template), and will include the following elements:
- A. Project name or number and dates of work performed
 - B. Itemized list of charges
 - C. Amount of funds requested for reimbursement
 - D. Amount billed in previous invoices
 - E. Balance left on the contract net of the current invoice expenses
 - F. When applicable the percentage of completion for each task
 - G. Copies of Subcontractor invoices and appropriate backup documentation
 - H. Documentation of expenditure of staffing funds should include timesheets showing hours by date, pay rate, task and totals worked by each employee, agent, or sub-contractor. Timesheets must be signed and certified by a project manager or other authorized official
 - I. Documentation for other direct costs such as postage, reproduction or other allowable expenditures of \$500 or more should include copies of supporting documentation including receipts, cancelled checks, etc., and must be submitted with the invoice. Original supporting documents are not required to be submitted, but must be retained by the Recipient for record keeping and audit purposes
 - J. Invoices must be signed by the person who signed the Agreement or his/her authorized designee
 - K. No advance payments will be allowed
 - L. Performance under this Agreement must be completed and final invoices submitted for reimbursement no later than June 30, 2016
16. Allowable Costs. All costs submitted for reimbursement shall follow applicable Federal cost principles as specified in:
- CFR 225 for State, Local, and Indian Tribal Governments (OMB Circular A-87).
- Eligible activities and expenses include, but are not limited to:
- A. Data gathering and analysis
 - B. Planning consultants
 - C. Conceptual drawings

- D. Project designs
- E. Economic analysis
- F. Cost-benefit analysis
- G. Environmental analysis
- H. Public outreach materials
- I. Community surveys, meetings, visioning charrettes, focus groups
- J. Bilingual services for interpreting and/or translation services for meetings
- K. Consultation with Native American Tribal Governments
- L. Travel that was expressly specified in Exhibit B, reimbursed at no more than federally approved mileage rate
- M. The purchase of program advertising space in the mass communication media
- N. Staff time to manage the awarded project, including procurement and management of contractors, invoicing, and reporting on project progress (may not exceed 5% of the grant awarded)

Ineligible activities and expenses include, but are not limited to:

- A. Construction projects, such as the building of a facility, or maintenance
 - B. Purchasing of office furniture, or other capital expenditures
 - C. Staff time beyond administration of grant project, products and requirements, unless this staff time can be shown through documentation to be devoted to project work.
 - D. Food or refreshments
 - E. Decorations
 - F. Acquisition of vehicles or shuttles
 - G. Organizational membership fees
 - H. Attendance at conferences
 - I. Reimbursement of travel that was not expressly provided for in Exhibit B.
17. Accounting. Recipient shall use applicable Generally Accepted Accounting Principles (GAAP).
18. Project Records.
- A. Recipient shall maintain adequate supporting documentation in the form of receipts, expenditures and disbursements. Recipient's records will permit tracking transactions from support documentation to the accounting records to financial reports and billings. Such documentation shall include, but shall not necessarily be limited to, subsidiary ledgers, payroll records, vendor invoices, receipts, canceled checks, bank or other financial account records, and recipient contracts and billings. Such documentation shall be readily available for inspection, review and/or audit by the Grant Administrator or other representatives of the funding source.
 - B. Recipient shall maintain reports or other detailed records (e.g. activity logs or timesheets) documenting time spent by each employee, agent or subcontractor in support of this Project. Records used to meet this requirement shall identify the individual performing the work, and the date on which the work was performed. Detail

- C. must be provided to show the specific grant-related activities or tasks and deliverables to which the individual's time was devoted and the amount of time spent and the pay rate of each individual. Such records shall reflect actual time spent, rather than that which was planned or budgeted. Time records must be signed by the employee as well as certified by the Project Manager or other authorized official.
- D. Recipient shall maintain detailed travel records showing the date and purpose of grant-related travel, destination and, in the case of travel by automobile, number of miles driven.
- E. Recipient shall maintain all source documents, books, and records connected with their performance of the grant deliverables for a minimum of three (3) years from the date of final payment from TRPA, or until completion of any action and resolution of all issues which may arise as a result of any audit or review of such records, whichever is later. Recipient shall ensure that such access shall extend to all subcontractors.

19. Modifications and Amendments.

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, agreed to and signed by both parties.
- B. Any request by the Recipient for amendments must be in writing stating the amendment request and reason for the request. The Recipient shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
- C. Changes to budget line item revisions of less than \$5,000, minor task modifications, and staff adjustments do not require amendment of the Agreement. However, the Recipient shall obtain prior written approval from the Grant Manager before making such changes. All change requests shall be made in writing and include a description of the proposed change and the reasons for the change.
- D. Recipient agrees to submit in writing to the Grantor (TRPA) for prior approval any deviation from the original Scope of Work per Exhibit A. Changes in the Scope of Work must continue to meet the need cited in the original Application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with TRPA must be submitted to TRPA for approval. Any modification or alteration in the Project must also comply with all current laws and regulations.

20. Acknowledgement. The Recipient agrees that it will acknowledge the relationship of the Project to the Lake Tahoe Regional Transportation Plan and Regional Plan as appropriate whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, workshops, websites, or other type of promotional material.

SECTION III

Grant Funding

1. Grant Funds. Subject to availability of funds under the Grant Agreement attached as Exhibit D, TRPA hereby grants to the Recipient the amount/amounts as quoted and set forth in Exhibit B, Grant Funds, for the purposes set forth in the Scope of Work and under the terms and conditions set forth in this Agreement.
2. Additional Funds. Grantee (Recipient) shall furnish any and all additional funds that may be necessary to complete the Project.

SECTION IV

TERMINATION

1. Termination. TRPA may terminate this Agreement upon thirty (30) days prior written notice to the Recipient. If TRPA terminates the Grant Agreement without cause prior to the end of the Project performance period, specified in "Budget Contingency Clause," below, the Recipient shall take all reasonable measures to prevent further costs to TRPA under this Grant Agreement. TRPA shall be responsible for any reasonable and non-cancelable obligations incurred by the Recipient in the performance of this Agreement up to and including the day of termination. Upon any termination, Recipient shall deliver all records and reports and other deliverables required by this Grant Agreement up to the time of termination.
2. Failure to Complete Deliverables. If the Recipient fails to complete the Project in accordance with this Grant Agreement and any subsequent amendments or agreements, or fails to fulfill any other obligations of this Agreement prior to the termination for default (as set forth below), the Recipient shall be liable for immediate repayment to TRPA of all amounts disbursed by TRPA under this Grant Agreement, plus accrued interest and any further costs related to the Project. TRPA may, at its sole discretion, examine the extent of Recipient compliance and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies available to TRPA for breach of this Agreement.
3. Termination Upon Event of Default. TRPA may immediately terminate this Agreement upon an Event of Default, defined below.
4. Events of Default. Each of the following events shall constitute an "Event of Default":
 - A. The Recipient fails to observe, perform, or comply with any material term, covenant, agreement, or condition of this Agreement which is to be observed, performed, or complied with by the Recipient, of such failure to continue uncured for three (3) calendar days after TRPA gives the Recipient notice of any failure and specified the nature of such failure.
 - B. The Recipient commits any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional or breach of any provision of this Agreement
5. Budget Contingency Clause
 - A. Limitation of TRPA Liability. The maximum amount to be encumbered under this Agreement for the 2016 fiscal year ending June 30, 2016 shall not exceed \$15,000.00

- B. It is mutually agreed that if the TRPA Budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, or if the funding under the Grant Agreement attached hereto as Exhibit D is curtailed or delayed, this Agreement shall be of no further force and effect. In this event, TRPA shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other considerations under this Agreement and the Recipient shall not be obligated to perform any provisions of this Agreement.
- C. If funding for any fiscal year is reduced or deleted by TRPA Budget for purposes of this program, TRPA shall have the option to either cancel this Agreement with no liability occurring to TRPA, or offer an Agreement amendment to the Recipient to reflect the reduced amount.

SECTION V
GENERAL PROVISIONS

- 1. Nondiscrimination by the Recipient.
 - A. The Recipient represents and agrees that the Recipient, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, Recipient, employee, or applicant for employment because of race, religion, color, sex, handicap, national origin, ancestry, creed, physical disability (including HIV and AIDS), medical condition, age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.
 - B. Recipients and any subcontractors conducting work related to this grant shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipients, and any subcontractors and/or sub-recipients shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).
 - C. The Recipient and each of its subcontractors and/or sub-recipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.
- 2. TRPA's Rights to Grant Other Recipients. TRPA reserves the right to grant funds to other Recipients in connection with this project.
- 3. Conflicts of Interest.
 - A. The Recipient or its employees may be subject to the provisions of Article III (a)(5) of the Tahoe Regional Planning Compact (P.L. 96-551, 94 Stat. 3233, Cal. Gov't Code Section 66801, N.R.S. 277.200), which requires disclosure of any defined economic interest and prohibits such persons from attempting to influence Agency decisions affecting certain economic interests.
 - B. The Recipient or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose financial interests that may foreseeably be materially affected by the work performed

under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

- C. If subject to the Compact or the Act, the Recipient shall conform to all requirements of the Compact or the Act, as required. Failure to do so constitutes a material breach and is grounds for termination of this Agreement by TRPA.
4. Assignments and Subcontractors. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
5. Notices. All notices required hereunder shall be given in writing to the following addresses or such other addresses as the parties may designate by written notice:

To TRPA: Tahoe Regional Planning Agency
Attn: Morgan Beryl, Transportation Planner
128 Market Street
PO Box 5310
Stateline, Nevada 89449-5310
775-589-5208
mberyl@trpa.org

To the Recipient: County of El Dorado
Community Development Agency
Long Range Planning Division
Attn: David Defanti, Assistant Director
2850 Fairlane Court
Placerville, California 95667
530-621-5342
david.defanti@edcgov.us

Notice shall be deemed received as follows, depending upon the method of transmittal by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail, certified, upon receipt requested, as of seventy-two (72) hours after deposit in the U.S. Mail.

6. Authority to Enter Agreement. The Recipient warrants that it has all requisite power and authority to conduct its business and to execute and deliver, and to perform all of its obligations under this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement so as to bind each respective Party to perform the conditions contemplated herein. If the Recipient is a corporation or partnership, the Recipient also warrants that it is duly organized, validly existing in good standing under the laws of the State of California, and will continue to be so during the term of this Agreement.
7. Incorporation by Reference. The Grant Guidelines and the Application for Round 1 of the On Our Way Community Grant Program are hereby incorporated by reference into this Grant Agreement as though set forth in full in this Grant Agreement.
8. Severability/Illegality. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. The illegality of any provision of this Agreement shall not affect the remainder of this Agreement.


9. Time is of the Essence. Time is of the essence in this Agreement, and all parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein.
10. Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
11. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in El Dorado County, California.
12. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver and no waiver shall be binding unless executed in writing by the party making the waiver. No waiver, benefit, privilege, or service voluntarily given or performed by other parties shall give the other party any contractual right by custom, estoppel, or otherwise.
13. Days. Any term in this Agreement referencing time, days, or period of performance shall be deemed to be calendar days and not workdays.
14. Entire Agreement. This Agreement contains the entire agreement of TRPA and the Recipient and supersedes any prior or written statements or agreements between TRPA and the Recipient. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.
15. Binding on Assigns. Each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the respective parties.
16. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
17. Captions. The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.
18. Construction. In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party, it being agreed that the parties or their agents have all participated in the preparation of this Agreement.
19. Cooperation/Further Acts. The parties shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such additional further acts and steps and sign any such additional documents as may be necessary, appropriate, and convenient as related thereto.
20. Survival. The obligations of the Recipient under this Agreement including, without limitation, the obligations set forth in Section II, Paragraph 8 (Indemnification), and Section II, Paragraph 10 (Insurance), as they relate to the services, shall survive the termination or expiration of this Agreement.
21. Incorporation of Recitals and Exhibits.
 - A. The "Recitals" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.

B. The "Exhibits" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.

22. References: All references to the Recipient shall include all personnel, employees, agents, and subcontractors of the Recipient.
23. No Funds to Unqualified Aliens. Under law, no funds received under this Agreement shall be paid to any alien who is "not a qualified alien" within the meaning of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Act"). The Recipient shall be responsible to ensure that no funds the Recipient receives from TRPA are paid to any employee or subcontractor in violation of this Act.
24. Certification Regarding Lobbying. The Recipient certifies that no funds received under this Agreement have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of a Member of the Legislature or Congress, or an employee of a Member of the Legislature or Congress.
25. Certification Regarding Debarment and Suspension. The Recipient certifies to the best of its knowledge and belief that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (24)(b) of this Agreement; and
 - D. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause of default.

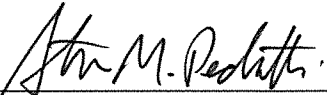
EL DORADO COUNTY

Requesting Contract Administrator and Division Concurrence

By: 
David Defanti, Assistant Director
Long Range Planning Division
Community Development Agency

Dated: 1/12/15

Requesting Department Concurrence:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 1/13/15

IN WITNESS WHEREOF, the parties hereto have accepted and made and executed this Agreement upon the terms, conditions, and provisions set forth above as of the Effective Date.

--TAHOE REGIONAL PLANNING AGENCY--

BY: _____
JOANNE S. MARCHETTA
EXECUTIVE DIRECTOR

Date: _____

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____

Dated: _____

EXHIBITS

- Exhibit A – Scope of Work
- Exhibit B – Grant funds
- Exhibit C – Invoice Template
- Exhibit D -- Federal Highway Administration Agreement #DTFH68-11-E-00013

EXHIBIT A – SCOPE OF WORK

The purpose of this Scope of Work is to facilitate coordination and generation of the Meyers Sustainable Mobility Plan.

TASK 1: PLAN COORDINATION

Task 1.1: Document Review:

The Tahoe Transportation District (TTD) will act as lead to ensure document submittal deadlines are met as outlined within the Agreement. El Dorado County (County) will act as lead for all Meyers Sustainable Mobility Plan document review by organizing Project Development Team (PDT)/workgroup member's comments and submitting to the Stantec Team.

Task 1.3: Manage Consultant Needs:

The County will coordinate with the Stantec Team and supply necessary materials, assistance, and information for all project deliverables including public outreach and background data related to producing the Meyer's Sustainable Mobility Plan.

Task 1: Deliverables

1. Document review consolidation submission to Stantec Team / TTD
2. Submission of necessary materials/information to Stantec Team

TASK 2: MEETING COORDINATION & ATTENDANCE

Task 2.1: Meyers Corridor Workgroup & Regional Corridor Plan PDT:

The County will participate on the Meyer's Corridor Plan PDT/ workgroup, and may be required to also participate on the Regional Corridor Plan PDT. This will be determined and negotiated in coordination with TTD, TRPA/TMPO, other relevant stakeholders, and the Stantec Team.

Task 2.2: Sustainable Mobility Plan Meetings:

With assistance from the Stantec Team, the County will coordinate and attend all meetings related to the production of the Meyers Sustainable Mobility Plan which may include community workshops, public hearings, El Dorado County Board of Supervisor meetings, TRPA Board meetings, TTD Board Meetings, and meetings with other stakeholders including Caltrans.

Task 2: Deliverable

1. Meeting attendance & participation

TASK 3: PROJECT MANAGEMENT & ADMINISTRATION

Task 3.1: Fiscal Administration:

Submit complete invoice packages to TRPA staff based on milestone completion – at least quarterly, but no more frequently than monthly.

Task 3.2: Quarterly Reporting:

Submit complete quarterly reports to TRPA staff providing summary of Project progress and grant/local match expenditures.

Task 3.3: Plan Submission

The County will submit the Final Meyers Sustainable Mobility Plan to TMPO/TRPA

Task 3: Deliverables

1. Invoice Packages
2. Quarterly Reports
3. Final Meyers Sustainable Mobility Plan

Exhibit B – Grant Funds

Work shall be completed on or before June 30, 2016.

BUDGET: \$15,000.00

BILLABLE RATES: Included in table below.

Project Applicant: El Dorado County
Project Name: Meyers Sustainable Mobility Plan

PERSONNEL	Title	Hourly Rate	# of Hours	(D+E) Salary	Benefits	(F+G) Total	Funding Sources			
							On Our Way Grant	Other Cash	In-Kind	
Brendan Ferry	Storm Water Program Manager	53.07	204.8	10,869	5632	16,501	15,000	1,501	0	
Total							16,501	15,000	1,501	0
CONSULTANTS										
							Not to exceed			
							Not to exceed			
							0	0	0	0
SUPPLIES										
							0	0	0	0
MEETINGS, WORKSHOPS										
							0	0	0	0
TRAVEL										
							0	0	0	0
OTHER ACTIVITIES NOT FUNDED BY On Our Way										
							0	0	0	0
Totals							16,501	15,000	1,501	0

Project Applicant: El Dorado County
Project Name: Meyers Sustainable Mobility Plan Project
OVERALL BUDGET \$15,000

	Total	Funding Sources		
		On Our Way Grant	Other Cash	In-Kind
PERSONNEL TOTAL	16,501	15,000	1,501	0
Plan Coordination	5,501	\$5,000	\$501	
Meeting Coordination & Attendance	5,500	\$5,000	\$500	
Project Management & Administration	5,500	\$5,000	\$500	
CONSULTANTS TOTAL	0	0	0	0
SUPPLIES TOTAL	0	0	0	0
MEETINGS, WORKSHOPS TOTAL	0	0	0	0
TRAVEL TOTAL	0	0	0	0
OTHER ACTIVITIES NOT FUNDED BY On Our Way TOTAL	0	0	0	0
Totals	16,501	15,000	1,501	0