



COUNTY OF EL DORADO

CAMINO AREA CORRIDOR INTELLIGENT TRANSPORTATION SYSTEM PROJECT FUNDING AGREEMENT AGMT 08-52555

EL DORADO COUNTY TRANSPORTATION COMMISSION

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 EL DORADO COUNTY TRANSPORTATION COMMISSION, a joint powers agency, whose address is 2828 Easy Street, Suite # 1, Placerville, California 95667 (hereinafter referred to as "EDCTC");

RECITALS

WHEREAS, COUNTY's Board of Supervisors has recognized the need to improve major thoroughfares, to mitigate traffic congestion and to provide for operational and safety improvements in the West Slope area of the County;

WHEREAS, COUNTY, EDCTC and Caltrans have worked together to identify long-term and near-term alternatives to improve safety and connectivity to U.S. Highway 50 in the Camino area and have recently identified lower cost near-term strategies and alternatives to target plausible solutions;

WHEREAS, COUNTY's Capital Improvement Program includes the U.S. 50/Camino Alternate Route Study & New Interchange Project and provides funding for the project from the Highway 50 Traffic Impact Mitigation Fee Program;

WHEREAS, EDCTC has partnered with Caltrans for an Intelligent Transportation System (ITS) Project to install a Collision Countermeasure System (CCS) at the uncontrolled rural intersection of U.S. 50 and Still Meadows Road which is part of the Camino Area Corridor (hereinafter referred to as the "ITS Project");

WHEREAS, EDCTC has been awarded a Rural Safety Innovation Program (RSIP) federal grant for the ITS Project which requires local matching funds;

WHEREAS, COUNTY desires to participate in the ITS Project by contributing a portion of the local matching funds required for the RSIP federal grant;

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

- 1. COUNTY hereby agrees to fund to EDCTC and EDCTC hereby agrees to accept from COUNTY funding for fifty percent (50%) of the required local match for the RSIP federal grant in not-to-exceed amount of \$38,000. In no event shall COUNTY's obligation under this Agreement exceed \$38,000.
2. EDCTC shall submit an invoice requesting payment of the \$38,000 in local match funds. COUNTY's payment to EDCTC shall be made within thirty (30) days following COUNTY receipt and approval of EDCTC's invoice. COUNTY's payment to EDCTC shall be made only for the purpose of providing

fifty percent (50%) of the local match funds required under EDCTC's RSIP federal grant for the ITS Project. EDCTC shall be responsible for the actual payment of all required matching funds on the ITS Project. Nothing in this Agreement shall be deemed to constitute a contract between COUNTY and any other entity associated with the ITS Project, in any manner to create any obligation on the part of COUNTY to pay any debt or other billings, nor be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

EDCTC's invoice 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 one (1) year from the effective date.
4. The sole source of the funds provided under this Agreement is only from COUNTY's Highway 50 Traffic Impact Mitigation Fee Program fund. The ability of COUNTY to provide funds to EDCTC for this purpose is dependent upon the amount of uncommitted funds available in the Highway 50 Traffic Impact Mitigation Fee Program fund. COUNTY shall not be required to fund from any other funds or revenues, including but not limited to COUNTY's General Fund.
5. EDCTC 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 EDCTC's acceptance of the funds hereunder, regardless of the existence or degree of fault or negligence on the part of COUNTY, EDCTC, subcontractors 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 EDCTC to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.
6. 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
4505 Golden Foothills Parkway
El Dorado Hills, California 95667
Attn.: Adam Bane,
Supervising Civil Engineer

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 EDCTC shall be addressed as follows:

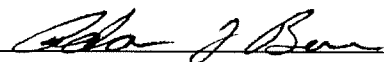
El Dorado County Transportation Commission
2828 Easy Street, Suite 1
Placerville, California 95667

Attn: Kathryn Mathews, Executive Director

or to such other location as EDCTC directs.


7. 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.
8. 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.
9. The COUNTY Officer or employee with responsibility for administering this Agreement is Adam Bane, Supervising Civil Engineer, Design Division, Department of Transportation, or successor.
10. Neither this Agreement, nor any part thereof, nor any monies due or to become due hereunder, may be assigned by EDCTC without the express written approval of COUNTY.
11. This instrument constitutes the sole and only Agreement between COUNTY and EDCTC respecting COUNTY's share of funding for the ITS Project, and correctly sets forth the obligations of COUNTY and EDCTC 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 COUNTY's share of funding for the ITS Project or the Agreement not expressly set forth in this instrument are null and void.
12. 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 the obligations set forth herein.
13. EDCTC's tax identification number is 68-0316620.

Contract Administrator Concurrence:

By: 
Adam Bane
Supervising Civil Engineer
Department of Transportation

Dated: 1/16/09

Requesting Department Concurrence:

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

Dated: 1/14/08

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: _____

Dated: _____

Deputy Clerk

-- EL DORADO COUNTY TRANSPORTATION COMMISSION --

By: _____



Kathryn Mathews
Executive Director
"EDCTC"

Dated: 1/22/09