



## COUNTY OF EL DORADO

### CAMINO AREA CORRIDOR PROJECT STUDY REPORT FUNDING AGREEMENT AGMT #07-1491

#### 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; and

**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; and

**WHEREAS**, COUNTY's Interim 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; and

**WHEREAS**, EDCTC has agreed to take the lead role in conducting transportation studies associated with the U.S. 50/Camino Alternate Route Project by obtaining the services of a professional consultant to prepare the Camino Corridor Project Study Report (hereinafter referred to as the "PSR"); and EDCTC has requested funding from COUNTY for EDCTC's professional services agreement with a consultant to be selected to prepare the PSR;

**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 the costs of EDCTC's professional services agreement with the consultant selected to prepare the PSR, in the amount of the actual cost of the work performed by the consultant or the not-to-exceed amount of \$250,000, inclusive of all expenses, whichever is less. In no event shall COUNTY's obligation under this Agreement exceed \$250,000.
2. EDCTC shall submit to COUNTY, on a monthly basis, a copy of the paid consultant invoice along with a status report showing work completed and what is planned to be accomplished in the

---

upcoming month. COUNTY's payment to EDCTC shall be made within thirty (30) days following COUNTY receipt and approval of each EDCTC monthly submittal, and shall be made only for the purpose of paying the cost of consultant's services provided under the terms of EDCTC's professional services agreement for the PSR. EDCTC shall be responsible for actual payment to the consultant. EDCTC staff time will not be funded by COUNTY, but will be paid by EDCTC's Local Transportation Funds. 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, nor 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 two years 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 any other costs, nor fund 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 PSR effort; however, EDCTC will have an independent contractual relationship with the consultant selected to prepare the PSR and EDCTC shall be solely responsible for the direction, administration and management of the consultant selected.
6. The PSR, including but not limited to the parameters and objectives of the PSR, EDCTC's consultant selection process, the terms and conditions of EDCTC's professional services agreement with the consultant, EDCTC's management and administration of its professional services agreement with the consultant, and all other matters directly or indirectly involved with the PSR shall be in conformity with all applicable federal, state and local laws and requirements.
7. Upon completion or earlier termination of EDCTC's professional services agreement with consultant, EDCTC 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 appropriate deliverables have been received and are acceptable, and that the funds paid to EDCTC under this Agreement are being utilized only for the purposes contemplated herein. For a period of three (3) years after completion of the PSR, EDCTC 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 EDCTC.

8. 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 or with EDCTC's selection, management, administration or oversight of the consultant selected to provide the services required in connection with the PSR or work to be performed under EDCTC's professional services agreement herein, regardless of the existence or degree of fault or negligence on the part of COUNTY, EDCTC, 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 EDCTC to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

9. 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.: Matthew D. Smeltzer,  
Acting Deputy Director  
West Slope Engineering & Project Delivery

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.

10. 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.

11. 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.

- 
12. The COUNTY Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, Acting Deputy Director, West Slope Engineering & Project Delivery, Department of Transportation, or successor.
  13. 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.
  14. This instrument constitutes the sole and only Agreement between COUNTY and EDCTC respecting the funding for the PSR, 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 the PSR or the Agreement not expressly set forth in this instrument are null and void.
  15. 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.
  16. EDCTC's tax identification number is 68-0316620.

**Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Matthew D. Smeltzer  
Acting Deputy Director  
West Slope Engineering & Project Delivery

Dated: \_\_\_\_\_

**Requesting Department Concurrence:**

By: \_\_\_\_\_  
Richard W. Shepard, P.E.  
Director of Transportation

Dated: \_\_\_\_\_

---

**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:  
Cindy Keck  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- EL DORADO COUNTY TRANSPORTATION COMMISSION --**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Kathryn Mathews  
Executive Director  
"EDCTC"