

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of November 7, 2006**

AGENDA TITLE: El Dorado County Transit Authority (EDCTA) – Bike Rack Upgrade Funding Agreement (County AGMT 06-1208)

DEPARTMENT: Transportation

DEPT SIGNOFF:

CAO USE ONLY:

CONTACT: Elizabeth B. Diamond/Mike Paylick

DATE: 10/10/2006

PHONE: 5982/5963

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

The El Dorado County Department of Transportation recommends the Board of Supervisors:

1. Authorize the Chairman to approve and sign the Funding Agreement (County AGMT 06-1208) with the EDCTA in the amount of \$16,825 to replace existing two-bicycle capacity racks with three-bicycle capacity racks on all EDCTA buses pursuant to an approved Bicycle Transportation Account (BTA) project.
2. Authorize the Chairman to sign the Budget Transfer.

CAO RECOMMENDATIONS: *Recommend approval. Laura J. Gill 10/27/06*

Financial impact? Yes No

Funding Source: Gen Fund Other

BUDGET SUMMARY:

Other: Caltrans BTA grant

Total Est. Cost	<u>\$16,825.00</u>
Funding	
Budgeted	
New Funding	<u>\$16,825.00</u>
Savings	
Other	
Total Funding	<u>\$16,825.00</u>
Change in Net County Cost	<u>0</u>

CAO Office Use Only:

4/5's Vote Required Yes No
 Change in Policy Yes No
 New Personnel Yes No

CONCURRENCES:

Risk Management N/A
 County Counsel ✓
 Other _____

***Explain**

BOARD ACTIONS:

Vote: Unanimous _____ Or

Ayes:

Noes:

Abstentions:

Absent:

Rev. 04/05

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date: _____

Attest: Cindy Keck, Board of Supervisors Clerk

By: _____



MAINTENANCE DIVISION:
2441 Headington Road
Placerville CA 95667
Phone: (530) 642-4909
Fax: (530) 642-9238

RICHARD W. SHEPARD, P.E.
Director of Transportation

Internet Web Site:
<http://co.el-dorado.ca.us/dot>

MAIN OFFICE:
2850 Fairlane Court
Placerville CA 95667
Phone: (530) 621-5900
Fax: (530) 626-0387



October 10, 2006

Board of Supervisors
330 Fair Lane
Placerville, California 95667

Title: El Dorado County Transit Authority (EDCTA) – Bike Rack Upgrade Funding Agreement
(County AGMT 06-1208)

Meeting Date: November 7, 2006

District/Supervisor: All Districts

Dear Members of the Board:

Recommendation:

The Department of Transportation (Department) recommends the Board of Supervisors:

1. Authorize the Chairman to approve and sign the Funding Agreement (County AGMT 06-1208) with the EDCTA in the amount of \$16,825 to replace existing two-bicycle capacity racks with three-bicycle capacity racks on all EDCTA buses pursuant to an approved Bicycle Transportation Account (BTA) project.
2. Authorize the Chairman to sign the Budget Transfer.

Reason for Recommendation:

Caltrans BTA program requirements state that cities and counties are eligible to apply for BTA funds and that a city or county may apply for funds on behalf of another local agency that is not a city or county. In this case, the Department will act as a "pass-through" for these funds to the EDCTA who will purchase and replace the existing bus bike racks.

The County's Local Agency-State Agreement – Bicycle Transportation Account Project (Agreement No. BTA 05/06-03-ELD-02) was approved by your Board at the May 9, 2006 meeting. This agreement provides for replacing existing two-bike capacity racks with three-bike capacity racks on all EDCTA buses. Eleven (11) bike racks are for the Sacramento commuter service and seventeen (17) are for fixed route buses.

Pursuant to the El Dorado County Charter, section 210 b (6), the County may enter into any contract or agreement in cases where the Agreement is with or among any other governmental entities or agencies. In accordance with the Feasibility Analysis, the Department is not required to notify an employees' association regarding this Agreement.

EDCTA will give four (4) of the surplus two-capacity bike racks to the South Lake Tahoe Transit Authority for use on their buses.

Attached is a Budget Transfer Request increasing appropriations and revenue to allow for payment to EDCTA.

Fiscal Impact:

Funding will be provided by Caltrans through a BTA grant in the amount of \$16,825. The BTA Agreement calls for local matching funds in the amount of \$3,956 which EDCTA will receive from the El Dorado County Transportation Commission, utilizing a portion of the TDA/Bicycle Pedestrian funding set aside specifically to match BTA funds.

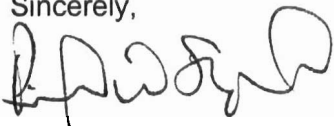
Net County Cost:

There is no cost to the County's General Fund.

Action to be Taken Following Approval:

1. The Board Chairman will sign two originals of Funding Agreement #06-1208 with EDCTA.
2. The Chairman of the Board to execute the Budget Transfer.
3. The Board Clerk will forward one original of the executed Agreement to the Department for further processing.

Sincerely,



Richard W. Shepard, P.E.
Director of Transportation

Attachments
RWS:ED/mdp

AUDITOR / CONTROLLER'S USE

TRANSFER # _____

DATE _____

CODE BY _____

10/13/2006
DATE

EL DORADO COUNTY APPROPRIATION TRANSFER (29130 GOV. CODE)

BUDGET TRANSFER REQUEST #1

DEPARTMENT OF TRANSPORTATION

DEPARTMENT OR AGENCY NAME
BOS Agenda Date 11/7/06

Agenda Title: EDCTA Bike Rack Upgrade Funding Agmt

DEPARTMENT AUTHORIZATION SIGNATURE AND PHONE NUMBER
[Signature] X 5972

TO BE COMPLETED BY THE DEPARTMENT	
DOCUMENT TOTAL	33,650.00
NUMBER OF LINES	2
TRANSACTION CODE TOTAL*	013

COMPLETE THE INFORMATION BELOW WITH JUSTIFICATION NARRATIVE OR ATTACH A MEMO.
 REMOVE THE GOLD COPY AND SUBMIT COMPLETE REQUEST TO THE AUDITOR / CONTROLLER'S OFFICE.
 A BUDGET TRANSFER MUST BE AT LEAST TWO LINES, NOT EXCEED TWENTY-SIX LINES AND USE AN "ODD AND EVEN" NUMBERED TRANSACTION CODE*

* 002 = INCREASE ESTIMATED REVENUE * 011 = INCREASE IN APPROPRIATION / BOS APPROVED
 * 003 = DECREASE ESTIMATED REVENUE * 012 = DECREASE IN APPROPRIATION / BOS APPROVED

S F X	TRANS CODE NO.*	INDEX CODE NUMBER	SUB OBJECT NUMBER	USER CODE NUMBER	AMOUNT	DESCRIPTION (50 CHARACTERS MAX.)
1	011	306300	5240		16,825.00	FY 06/07 BUD REV EDCTA BIKE RACK FUNDING AGMT
2	002	306300	0904		16,825.00	FY 06/07 BUD REV EDCTA BIKE RACK FUNDING AGMT
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						

REVIEWED FOR FORMAT BY _____

JOE HARN, C.P.A. AUDITOR / CONTROLLER _____ DATE _____

CHIEF ADMINISTRATIVE OFFICE - ANALYST _____ DATE _____

CHIEF ADMINISTRATIVE OFFICE _____ DATE _____

APPROVED AND SO ORDERED THAT THE ABOVE TRANSFERS BE MADE (AS REQUESTED OR AMENDED) AND INCORPORATED IN THE MINUTES OF THIS MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

SIGNATURE: CHAIRMAN, BOARD OF SUPERVISORS _____ DATE _____

ATTEST: CLERK, BOARD OF SUPERVISORS _____

ATTORNEY PEB
DEPT./INDEX NO. 306500
BY: DP

Contract #: AGMT 06-1208
Agenda Log #2137

Funding Agreement

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: Transportation
Dept. Contact: Tim Prudhel
Phone: x5974
Department Head
Signature: J. Prudhel 09-18-06
Tim C. Prudhel
Contract Services Officer

CONTRACTOR:

Name: El Dorado County Transit Authority (EDCTA)
Address: 6565 Commerce Way
Diamond Springs, CA 95619
Phone: (530) 642-5383

CONTRACTING DEPARTMENT: Transportation

Compliance with Human Resources requirements? Yes: NA No: _____
Compliance verified by: _____ **NA - Funding Agreement**

COUNTY COUNSEL: (must approve all contracts and MOUs)

Approved: Disapproved: _____ Date: 10/2/06 By: Judith Beck
Approved: _____ Disapproved: _____ Date: _____ By: _____

Conditional Approved: correct typos as marked; correct term as marked
TIPO - corrected as indicated
Term revised to expire on 6-1-07 as indicated
Submitted 10/23/06

EL DORADO COUNTY COUNSEL
2:00 PM
3:05 PM
5:05 PM
10/23/06

Please Return Directly to DOT - Risk Management Review Not Required

Index Code: <u>306500</u>	User Code: <u>25000A</u>
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RISK MANAGEMENT: (All contracts and MOUs except boilerplate grant funding agreements)

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

*****Risk Management Review Not Required*****

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract).

Department(s): _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____



COUNTY OF EL DORADO

**BICYCLE TRANSPORTATION ACCOUNT
FUNDING AGREEMENT**

AGMT # 06-1208

EL DORADO COUNTY TRANSIT AUTHORITY

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 TRANSIT AUTHORITY, a joint powers agency comprised of the City of Placerville and the County of El Dorado, whose address is 6565 Commerce Way, Diamond Springs, California 95619 (hereinafter referred to as "EDCTA");

RECITALS

WHEREAS, COUNTY and EDCTA have a mutual interest in fully considering the needs of non-motorized travelers including pedestrians and bicyclists and have historically worked cooperatively to provide safe and efficient transportation for all users of the transportation system; and

WHEREAS, on January 25, 2005, COUNTY's Board of Supervisors adopted Resolution 027-2005 which established the El Dorado County Bicycle Transportation Plan; and

WHEREAS, as a result of the adoption of the Bicycle Transportation Plan, COUNTY is eligible and has applied for grants funded by the State Bicycle Transportation Account (hereinafter referred to as "BTA"); and

WHEREAS, COUNTY and EDCTA desire to utilize BTA grant funds to promote safety and convenience for bicycle commuters by replacing existing two-bicycle capacity bike racks with three-bicycle capacity bike racks on all EDCTA busses pursuant to a BTA project approved by the State; and

WHEREAS, it is the intent of the parties hereto that EDCTA's actions regarding the use of BTA funds for the purchase, installation, ownership, use and maintenance of the new three-bicycle capacity bike racks shall be in conformity with all applicable federal, state and local laws inclusive of all BTA grant requirements;

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

1. COUNTY hereby agrees to fund to EDCTA and EDCTA hereby agrees to accept from COUNTY funding for the sole purpose of replacing existing two-bicycle capacity racks with three-bicycle capacity racks on all EDCTA busses (hereinafter referred to as the "PROJECT") as set forth in COUNTY's Local Agency-State Agreement – Bicycle Transportation Account Project, Agreement No. BTA 05/06-03-ELD-02 (hereinafter referred to as the "BTA AGREEMENT"), attached hereto and incorporated herein by reference. In no event shall COUNTY's obligation under this Agreement exceed \$16,825.00. Payment shall be made only for the purpose of paying the cost of completing the PROJECT. The ultimate source of these funds is only from the BTA funds referred to in the BTA AGREEMENT. The ability of COUNTY to provide funds to EDCTA for this purpose is dependent upon COUNTY's receipt of the BTA funds from the State as specified in the

BTA AGREEMENT. Although COUNTY may initially fund this Agreement with money from its Road Fund, it is expressly understood that those funds are to be replaced with the BTA funds as soon as the BTA funds are received by COUNTY. COUNTY shall not be required to initially fund this Agreement from any source other than its Road Fund, nor fund from any other funds or revenues, including but not limited to the COUNTY General Fund.

2. If for any reason, COUNTY does not receive the BTA funds contemplated in the BTA AGREEMENT, EDCTA shall, upon written notice from COUNTY, return the entire amount of any funds received under this Agreement to COUNTY. In the event that COUNTY provides EDCTA with such notice, EDCTA shall return funds to COUNTY within thirty (30) calendar days of the date of COUNTY's notice to EDCTA.
3. EDCTA shall abide by each and every provision and requirement of the BTA AGREEMENT as though it were the "Local Agency" specified in the BTA AGREEMENT including, but not limited to, the accounting, record keeping, documentation, contract award, Fair Employment and Housing Act (including incorporating Exhibit B of the BTA AGREEMENT into any agreement or service contract entered into by EDCTA for the performance of work associated with the PROJECT), indemnity and defense, record retention, maintenance, notification of changes, CEQA compliance, and third party claim provisions and requirements of the BTA AGREEMENT. EDCTA shall cooperate with and provide any and all assistance required to COUNTY to comply with each and every provision and requirement of the BTA AGREEMENT. Failure to comply with this provision shall constitute a material breach of this Agreement.
4. EDCTA shall be solely responsible for applying for, obtaining and utilizing the required local matching funds for the PROJECT in accordance with the terms of the BTA AGREEMENT.
5. COUNTY may, at its sole option, declare this Agreement void if EDCTA has not purchased and installed all of the equipment required for this PROJECT by May 1, 2007. In the event that COUNTY declares this Agreement void, EDCTA shall, within thirty (30) days written notice by COUNTY, fully repay to COUNTY any and all sums received by EDCTA under this Agreement.
6. COUNTY's funding to EDCTA shall create no COUNTY security or ownership interest in any equipment associated with the PROJECT. All right, title and interest to any equipment associated with the PROJECT shall be vested in EDCTA and EDCTA shall be solely responsible for the maintenance of the equipment associated with the PROJECT.
7. EDCTA's purchase, acceptance, installation and use of the equipment required to complete the PROJECT shall be in accordance with all applicable federal, state and local policies, rules, regulations, ordinances and laws including but not limited to the applicable provisions of the California Public Contract Code, the California Labor Code (including prevailing wage requirements as applicable), COUNTY competitive bidding requirements, any federal or state licensing regulations and COUNTY policies. EDCTA warrants and represents that the purchase and installation of the EQUIPMENT shall be made in accordance with the provisions of this Section, and EDCTA shall defend, indemnify, and hold COUNTY harmless in accordance with Section 12 herein for any action, dispute or challenge brought, initiated or raised regarding EDCTA's compliance with the provisions of this Section.
8. EDCTA shall obtain, at its sole cost and expense, all necessary permits, licenses and approvals required for the acquisition and installation of the equipment required to complete the PROJECT, and for the continuing operation and maintenance thereof.
9. All supporting documentation, including but not limited to, the cost records, properly executed

payrolls, time records, invoices, vouchers and the final accounting of actual PROJECT costs as required under the BTA AGREEMENT shall be delivered by EDCTA to COUNTY within the timelines specified in this Agreement, the BTA AGREEMENT or as otherwise directed by COUNTY's Contract Administrator at the following address:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn: Elizabeth B. Diamond, Deputy Director, Engineering

10. EDCTA shall submit an acceptable final accounting of actual PROJECT costs to COUNTY within thirty (30) days following completion of the installation of the equipment required for the PROJECT or by June 1, 2007, whichever is earlier.
11. EDCTA shall maintain accurate and detailed records of costs for this PROJECT. Such records shall be retained and made available to COUNTY and to State of California auditors for examination for a minimum of three (3) years from the date COUNTY receives final payment from the State under the BTA AGREEMENT.
12. EDCTA shall defend, indemnify, and hold COUNTY and the State of California 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 or State 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 EDCTA's acceptance of the funds hereunder or with EDCTA's purchase, acceptance, installation, maintenance and use of any equipment required to complete the PROJECT herein, regardless of the existence or degree of fault or negligence on the part of COUNTY, the State of California, EDCTA, subcontractors and employees of any of these, except for the sole, or active negligence of COUNTY or the State of California, their officers and employees, or as expressly provided by statute. This duty of EDCTA to indemnify and save COUNTY and the State of California harmless includes the duties to defend set forth in California Civil Code Section 2778.
13. With respect to any third party claims against EDCTA arising out of or in any way connected to the PROJECT, EDCTA waives any and all rights to any type of express, implied or comparative indemnity against COUNTY and the State of California and their officers or employees.
14. 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.: Elizabeth B. Diamond,
Deputy Director, Engineering

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 EDCTA shall be addressed as follows:


El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, California 95619

Attn: Barbara Sebastian, Chair, Board of Directors

or to such other location as EDCTA directs.

15. 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.
16. This Agreement may be terminated by either party at any time for any reason by serving a seven (7) day written notice to the other party. Should EDCTA serve notice of termination, EDCTA shall return any and all funds received from COUNTY under this Agreement to COUNTY with ten (10) calendar days of its notice to terminate.
17. 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.
18. The COUNTY Officer or employee with responsibility for administering this Agreement is Elizabeth B. Diamond, Deputy Director, Engineering, Department of Transportation, or successor.
19. Neither this Agreement, nor any part thereof, nor any monies due or to become due hereunder, may be assigned by EDCTA without the express written approval of COUNTY.
20. This instrument constitutes the sole and only Agreement between COUNTY and EDCTA respecting the PROJECT, and correctly sets forth the obligations of COUNTY and EDCTA 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 PROJECT or the Agreement not expressly set forth in this instrument are null and void.
21. 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.
22. If any provision, clause or part of this Agreement, or the application thereof under certain circumstances, is held to be invalid, the remainder of this Agreement or the application of such provisions, clauses or parts under other circumstances shall not be affected thereby.
23. This Agreement shall become effective when fully executed by both parties hereto and shall expire on June 1, 2007, subject however, to earlier termination as provided above in Section 16.
24. Sections 3, 11, 12 and 13 shall survive the termination of this Agreement.

Requesting Department Concurrence:

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

Dated: 10/6/06

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 TRANSIT AUTHORITY --

By: _____
Barbara Sebastian
Chair, Board of Directors
"EDCTA"

Dated: _____

6. Local Agency shall submit an acceptable final accounting of actual project costs and a written request for payment by April 1, 2008. State shall pay to the local agency the Bicycle Transportation Account share of the actual cost of the project prior to June 30, 2008, the expiration date of the Bicycle Transportation Account funds included in this project.
7. All costs charged to this agreement by LOCAL AGENCY shall be supported by properly executed payrolls, time records, invoices and vouchers, evidenced in proper detail the nature and propriety of the charges, and shall be costs allowable under the California Bicycle Transportation Act.
8. STATE may, at its option, declare this agreement void if a contract for construction of the project has not been awarded by LOCAL AGENCY on or before the end of the fiscal year following the fiscal year in which funds for the project are allocated.
9. If the project is a cooperative project and includes work on a State highway, it shall be the subject of a separate cooperative agreement between the STATE and LOCAL AGENCY.
10. The Legislature of the State of California, and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain employment practices with respect to contract and other work financed with State funds. LOCAL AGENCY shall ensure that work performed under this agreement conforms with the rules and regulations embodying such requirements where they are applicable. Any agreement or service contract entered into by LOCAL AGENCY for performance of work connected with the project shall incorporate Exhibit B attached hereto.

ARTICLE II - Rights-of-Way

1. Such rights-of-way as are necessary for the construction of the project shall be furnished by LOCAL AGENCY. Right-of-way costs may be included as an eligible item of total costs.
2. LOCAL AGENCY agrees to hold STATE harmless from any liability which may result in the event the right-of-way is not clear prior to award of contract. The furnishing of rights-of-way as provided for herein includes in addition to all real property required for the improvement, free and clear of obstruction and encumbrances, the payment of damages to real property not actually taken but injuriously affected by the proposed improvement. LOCAL AGENCY shall pay from its own funds any costs which arise out of delays to the contractor because utility facilities have not been removed or relocated, or because rights-of-way have not been made available to the contractor for the orderly prosecution of the work.
3. Should LOCAL AGENCY, in acquiring right-of-way for the project, displace an individual, family, business, farm operation, or nonprofit organization, relocation payments and services will be provided in compliance with the applicable State laws. The public will be adequately informed of the relocation payments and services which will be available and, to the greatest extent practicable no person lawfully occupying real property shall be required to move from his dwelling or to move his business or farm operation without at least 90 days written notice from LOCAL AGENCY.

ARTICLE III - Engineering

1. "Preliminary engineering" as used herein includes all preliminary work related to the project, including, but not restricted to preliminary surveys and reports, laboratory work, soil investigations, preparation of plans, designs, and advertising. "Construction engineering" as used herein includes actual inspection and supervision of construction work, construction staking, laboratory and field testing, field reports and records, estimates, final reports, and allowable expenses of employees engaged in such activities.
2. Preliminary and construction engineering costs included in the estimate contained in Exhibit A are eligible project costs. STATE reimbursement to LOCAL AGENCY will be on the basis of the actual cost thereof to LOCAL AGENCY including compensation and expense of personnel working on the project, required materials, and automotive expense provided, however, that LOCAL AGENCY shall contribute its general administrative and overhead expense.

ARTICLE IV - Miscellaneous Provisions

1. If STATE is named as a defendant in any suit arising from the construction, maintenance or operation of the project, LOCAL AGENCY will, at request of STATE, assume full responsibility for the conduct of the defense or will provide such assistance as STATE will require, and will pay any judgments issued against STATE and all costs in connection with the defense. STATE reserves the right to represent itself in any litigation in which STATE's interests are at stake.
2. LOCAL AGENCY shall maintain an accurate and detailed record of costs for this project. Such records shall be retained and made available to STATE's auditors for examination for a minimum period of three years from date of final payment of expenditures from Bicycle Transportation Account.
3. Upon acceptance of the completed project by the awarding authority, or upon the contractor's being relieved of the duty of maintaining and protecting certain portions of the work, LOCAL AGENCY shall assume responsibility for maintaining the project.
4. Minor changes may be made in the project as described in Exhibit A upon notice to STATE. No major change, however, may be made in said project except pursuant to an amendment to this agreement duly executed by STATE and LOCAL AGENCY.
5. LOCAL AGENCY shall certify CEQA compliance or documentation of Categorical Exemption determination as defined in Title 14 of the State Administrative Code-Department of Resources guidelines.
6. Nothing in the provisions of this agreement is intended to create duties or obligations to or rights in third parties not parties to this agreement or affect the legal liability of either party to this agreement by imposing any standard of care different than the standard of care imposed by law.
7. It is understood and agreed that neither the STATE nor any of its officers or employees is responsible for any damage or liability occurring by reason of anything done or omitted to be done in connection with the project. It is understood and agreed that pursuant to Government Code section 895.4 LOCAL AGENCY shall defend, indemnify and save harmless the STATE, all officers and employees from all claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person including but

not limited to workmen and the public, or damage to property arising out of or in any way connected to the project or the completed facility.

8. With respect to third party claims against LOCAL AGENCY arising out of or in any way connected to the project or the completed facility, LOCAL AGENCY waives any and all rights to any type of express, implied or comparative indemnity against the STATE, its officers or employees.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation

LOCAL AGENCY
County of El Dorado

Ken McGuire 3/21/06
KEN McGUIRE, Chief
Bicycle Facilities Unit
Division of Local Assistance

James R. Sweeney 5/9/06
Name Date
JAMES R. SWEENEY, Chairman
Title

ATTEST: CINDY KECK, Clerk
of the Board of Supervisors

By *Stephan Tyler*
DEPUTY

EXHIBIT A
PROJECT DESCRIPTION AND COSTS

Local Agency: County of El Dorado

Agreement No.: BTA 05/06-03-ELD-02

ARTICLE V - Project Location and Description of Work

Location: El Dorado County Transit Authority Service Area

Description of Work:

Replace existing two-bike capacity racks with three-bike capacity racks on all El Dorado County Transit Authority buses.

Net Length: N/A

ARTICLE VI - Project Funding

Funding	Engineering/Design	Right of Way	Construction	Total	Percent
BTA Funds	\$0	\$0	\$16,825	\$16,825	80.96%
Local Funds	\$0	\$0	\$3,956	\$3,956	19.04%
Other	\$0	\$0	\$0	\$0	
Total	\$0	\$0	\$20,781	\$20,781	100.00%

