

DEPARTMENT of PUBLIC WORKS

County of Lassen



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B-1
2019/295

December 10, 2019

TO: Board of Supervisors

FROM: Larry Millar, Director

SUBJECT: Agreement Between the Lassen County Transportation Commission and Lassen County for Funding Allocation

RECOMMENDATION: 1) Approve the Agreement between Lassen County and LCTC 2) Authorize the Chairman to sign.

DISCUSSION: The Lassen County Transportation Commission (LCTC) has requested that the County enter into the attached Agreement "Agreement Between the Lassen County Transportation Commission and Lassen County for the Allocation of Funding Approved by the California Department of Transportation."

This Agreement details the process and procedures the LCTC and the County will follow with respect to the County completing approved transportation plans and programs for the LCTC where funding is available from the LCTC's allocation of Caltrans Rural Planning Assistance through their Overall Work Program (OWP).

ALTERNATIVE: Not Approve.

FINANCIAL IMPACT: To be Determined.

OTHER AGENCY INVOLVEMENT: LCTC, Caltrans

DEPARTMENT APPROVAL:

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REVIEWED FOR AGENDA:

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AGREEMENT BETWEEN THE
LASSEN COUNTY TRANSPORTATION COMMISSION
AND
LASSEN COUNTY
FOR THE ALLOCATION OF FUNDING APPROVED
BY THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION

THIS AGREEMENT is made this ____ day of _____, 2019 by and between the Lassen County Transportation Commission (LCTC) and Lassen County (County).

WHEREAS, the LCTC can route the Caltrans Rural Planning Assistance funds through their Overall Work Program (OWP); and

WHEREAS, the LCTC desires to engage County to assist with updating and refining the LCTC's transportation plans and programs; and

NOW, THEREFORE, the parties agree as follows:

LCTC agrees as follows:

1. Reimburse County for conducting transportation studies as identified in Exhibit A (hereinafter, the "Project").
2. Reimburse County for allowable Project funds within thirty (30) working days of receipt of the funds from Caltrans.

County agrees as follows:

1. County shall perform the duties and obligations described in Exhibit A.
2. Funds may only be used for costs and expenses that are directly related to the Project.
3. To timely and satisfactorily complete Project work described in Exhibit A within the project budget and in accordance with the items of this Agreement.

4. All services performed by County on this Project shall be in accordance with all applicable State and Federal laws.
5. Submit Project invoices to LCTC for reimbursement of allowable Project expenses.
6. During the performance of this Agreement, County and all of its sub-recipients and its sub-contractors, if any, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and Aids), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. County, its sub-contractors, and sub-recipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
7. To maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item that shall conform to Generally Accepted Accounting Principles (GAAP). All accounting records and other supporting papers for the Project shall be maintained for a minimum of three (3) years from the date of final payment from LCTC and shall be held open to inspection, copying, and audit by representatives of LCTC, Caltrans, the California State Auditor, and auditors representing the federal government.
8. To comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a Drug-Free workplace.

BE IT FURTHER RESOLVED, that either party may terminate this Agreement for any reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination for convenience, LCTC will reimburse County for all allowable, authorized and non-cancelled costs up to the date of termination. County has sixty (60) days after the termination date to submit invoices to LCTC to make final allowable payments for Project costs in accordance with the terms of this Agreement. Failure to submit invoices within this period may result in a waiver by County of its right to reimbursement of expended costs.

BE IT ALSO FURTHER RESOLVED, that payment and invoicing shall be as follows:

1. The method of payment will be based on actual allowable costs. Caltrans will reimburse LCTC, who will in return reimburse County, for expended actual allowable direct costs in including, but not limited to labor costs, travel, and contracted consultant services costs incurred by County in performance of the Project work. Indirect costs are reimbursable only if County has an approved Indirect Cost Rate Proposal. The total cost shall not exceed the cost reimbursement limitation of the grant award.
2. Reimbursement of County expenditures will be authorized only for those allowable costs actually incurred by County in the performance of the Project work. County must not only have incurred the expenditures on or after the date of this Agreement, but must have also paid for those costs to claim any reimbursement.
3. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to County, its sub-recipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link:
http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.html. Also see website for summary of travel reimbursement rules.
4. DPW shall submit invoices to LCTC at least quarterly, but no more frequently than monthly.
5. Invoices shall include the following information:
 - a) Names of County personnel performing Project work
 - b) Dates and times of Project work
 - c) Locations of Project work
 - d) Itemized costs as set forth in Exhibit A, including identification of each employee or subcontractor staff that provided services during the period of the invoice, the number of hours and hourly rates for each employee or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and subcontractor invoices.
 - e) County shall submit written progress reports with each set of invoices to allow LCTC to submit to Caltrans' Contract Manager to determine if County is

performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

6. Incomplete or inaccurate invoices shall be returned to County unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination for material breach.
7. Caltrans will reimburse LCTC for allowable Project costs quarterly, in arrears as promptly as Caltrans fiscal procedures permit upon receipt of an itemized signed invoice.
8. The Agreement Expiration Date refers to the last date for County to incur valid Project costs or credits and is the date the Agreement expires. County has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, submit the Project's Final Products(s) as defined in Exhibit A and final invoice to LCTC for reimbursement of allowable Project costs. Any unexpended Project funds not invoiced by the sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

BE IT ALSO FURTHER RESOLVED, that the terms and conditions of this agreement expire on June 30, 2020 ("Expiration Date").

BE IT ALSO FURTHER RESOLVED, that neither LCTC nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by County, its officers, employees, agents or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon County under this Agreement. It is understood and agreed that County, its officers, employees, agents, or subcontractors shall fully defend, indemnify and save harmless LCTC and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, torts, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by County, its officers, employees, agents or subcontractors under this Agreement.

BE IT ALSO FURTHER RESOLVED, that neither County nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the LCTC, its officers, employees, agents or its subcontractors under or in connection with any work, authority or jurisdiction conferred

under this Agreement. It is understood and agreed that the LCTC, its officers, employees, agents, or subcontractors shall fully defend, indemnify and save harmless County and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, torts, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by LCTC, its officers, employees, agents or subcontractors under this Agreement.

BE IT FINALLY RESOLVED, that in recognition of the government-to-government relationship of the LCTC and County, the parties shall make their best efforts to resolve disputes that occur under this Agreement by good faith negotiations whenever possible. Both parties shall meet and confer in good faith in order to foster a spirit of cooperation and efficiency in the administration and monitoring of performance and compliance by each other with the terms, provisions and conditions of this Agreement.

By:

Lassen County

Lassen County Transportation Commission

Approved as to Form

NOV 13 2019


Lassen County Counsel