

**RESOLUTION NO. 5072**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
APPROVING AN "AGREEMENT BETWEEN THE TRANSPORTATION AGENCY  
FOR MONTEREY COUNTY AND THE CITY OF SOLEDAD FOR THE ALLOCATION  
OF FUNDING APPROVED BY THE CALIFORNIA TRANSPORTATION  
COMMISSION IN THE AMOUNT OF \$544,000 FOR SIDEWALK/ADA RAMP  
REPAIRS AND A FITNESS STATION PROJECT AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF  
SOLEDAD**

**WHEREAS**, the Monterey County Health Department (Lead Agency), TAMC, City of Salinas, City of Gonzales, City of Soledad, City of Greenfield, City of King, the organizations Building Healthy Communities and Ecology Action partnered to develop an application to receive Active Transportation Program funds for the projects in the respective communities; and

**WHEREAS**, an award letter dated September 27, 2014 (attached) was received with Soledad's project funded; and

**WHEREAS**, TAMC will act as the Implementing Agency and will receive the Active Transportation Program funds, which TAMC will provide to Soledad on a reimbursement basis.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Soledad, that: the "Agreement Between the Transportation Agency for Monterey County and the City of Soledad" in the Amount of \$544,000, a copy of which is attached hereto as Exhibit "A" and by reference incorporated herein, is hereby approved and the City Manager is hereby authorized and directed to execute the same on behalf of the City of Soledad.

**PASSED AND ADOPTED** by the City Council of the City of Soledad at a regular meeting duly held on the 1st of April, 2015 by the following vote:

AYES, and in favor thereof, Councilmembers: Christopher K. Bourke, Richard J. Perez, Patricia D. Stephens, Mayor Pro Tem Alejandro Chavez and Mayor Fred J. Ledesma

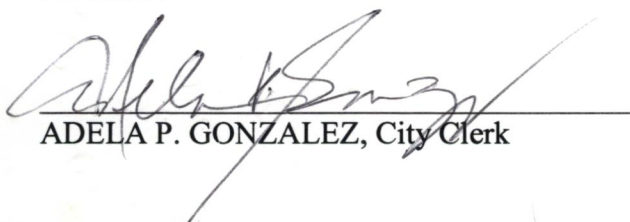
NOES, Councilmembers: None.

ABSTAIN, Councilmembers: None.

ABSENT, Councilmembers: None.

  
\_\_\_\_\_  
FRED J. LEDESMA, Mayor

ATTEST:

  
\_\_\_\_\_  
ADELA P. GONZALEZ, City Clerk

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**AGREEMENT BETWEEN THE  
TRANSPORTATION AGENCY FOR MONTEREY COUNTY  
AND THE CITY OF SOLEDAD, CA  
FOR THE ALLOCATION OF FUNDING APPROVED BY  
THE CALIFORNIA TRANSPORTATION COMMISSION**

This agreement is made on April 22, 2015 by and between the City of Soledad, CA, a public body, hereinafter referred to as "Recipient," and the Transportation Agency for Monterey County, hereinafter referred to as "TAMC".

WHEREAS, the Active Transportation Program (ATP) was created by California Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) to encourage increased use of active modes of transportation;

WHEREAS, the ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation;

WHEREAS, the Legislature of the State of California has enacted legislation by which certain State and federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these state and/or federal-aid funds;

WHEREAS, TAMC is responsible for regional transportation planning and implementation and has Master Fund agreements with Caltrans to receive federal and state funds;

WHEREAS, the County of Monterey through the Monterey County Health Department (MCHD), TAMC, City of Salinas, City of Gonzales, City of Soledad, City of Greenfield, City of King, the organizations Building Healthy Communities and Ecology Action partnered to develop an application to receive Active Transportation Program funds for the PROJECT;

WHEREAS, the PROJECT designated in Exhibit A was awarded \$ 544,000 in Active Transportation Program funds;

WHEREAS, TAMC, has agreed to fulfill the function of the Implementing Agency, and is responsible and accountable for the use and expenditure of program funds as well as overseeing the construction of the PROJECT designated in Exhibit A to ensure timely delivery in accordance with federal and state requirements; and

WHEREAS, it is contemplated by TAMC and the Recipient that the amount of funding and the PROJECT designated in Exhibit A may change from time to time as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RULES FOR ATP

- A. TAMC agrees to request funding allocations from the California Transportation Commission in the same manner as for the State Transportation Improvement Program (see section 64 of the State Transportation Improvement Program guidelines) and to include a copy of this agreement between the Recipient and the TAMC.
- B. TAMC agrees to request Active Transportation Program allocations in the fiscal year of project programming.
- C. If needed, TAMC will submit a request to the California Transportation Commission for an extension in the same manner as for State Transportation Improvement Program projects (see section 66 of the State Transportation Improvement Program guidelines and ATP Guidelines).
- D. TAMC will submit to the California Transportation Commission semi-annual reports on the activities and progress made toward implementation of the PROJECT and a final delivery report.
- E. The final delivery report to the California Transportation Commission will include:
  1. The scope of the completed PROJECT as compared to the programmed PROJECT
  2. Before and after photos documenting the PROJECT
  3. The final costs as compared to the approved PROJECT budget
  4. Its duration as compared to the PROJECT schedule in the PROJECT application
  5. Performance outcomes derived from the PROJECT as compared to those described in the PROJECT application. This should include before and after pedestrian and/or bicycle counts, and an explanation of the methodology for conduction counts
  6. Actual use of the California Conservation Corps or qualified community conservation corps as compared to the use in the PROJECT application
- F. The Recipient agrees to comply with all substantive and procedural requirements imposed on the receipt of ATP funds, to cooperate fully with TAMC in its role as Implementing Agency for the PROJECT, and to complete the portion of the PROJECT attributable to the Recipient within the timeframes set forth in the PROJECT application.
- G. The Recipient agrees to use ATP funds only for ATP eligible PROJECT described in Exhibit A, as approved by the California Transportation Commission, for the amount awarded.
- H. The Recipient agrees to be responsible for the ongoing operations and maintenance of capital projects off the state highway system.
- I. The Recipient agrees to develop and operate bikeways or roadways where bicycle travel is permitted in accordance with minimum safety design criteria established by the Caltrans Chapter 11 Design Standards of the Caltrans Local Assistance Procedures Manual. Recipient must follow the design exception approval procedures outlined in the Caltrans Local Assistance Procedures Manual in order to deviate from current accepted Caltrans design standards.

## 2. ADMINISTRATIVE POLICIES

- A. The PROJECT described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement, by means of approval by the TAMC Board of Directors of a revised Exhibit A, which shall be designated by a date and number (e.g., "Exhibit A-1 (DATE)").
- B. The Recipient agrees to submit an annual report to TAMC by April 30 describing the progress towards completion for the PROJECT listed in Exhibit A.
- C. The Recipient agrees to mention TAMC's role in funding the PROJECT in any press releases or media events held by the Recipient to promote a funded PROJECT.
- D. The TAMC agrees to reimburse the Recipient within 30 days of receipt of a completed claim form (Exhibit B) from the Recipient.
- E. The Recipient agrees to cause the completion of the PROJECT within two years from the date funds were awarded by the California Transportation Commission.

## 3. COST PRINCIPLES

- A. Recipient agrees to comply with Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- B. Recipient agrees to:
  - (a) Use Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual project cost items; and
  - (b) Comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Every sub-recipient receiving funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

## 4. THIRD PARTY CONTRACTING

- A. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 on the basis of a noncompetitive negotiation for work to be performed using

Funds without the prior written approval of Caltrans and compliance with Local Agency Assistance Guidelines. This provision shall not apply to professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f).

- B. Recipient agrees that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 10, below.
- C. In addition to the above, the pre-award requirements of third party contractor/ consultants with Recipient shall be consistent with Local Program Procedures as published by Caltrans.

5. ACCOUNTING SYSTEM

Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment claims.

6. RIGHT TO AUDIT

For the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement, the Recipient, its contractors and subcontractors each agrees to grant Caltrans, the State of California and/or the TAMC auditors access to the Recipient's books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering those various contracts. All documents shall be made available for inspection by authorized Caltrans or the TAMC agents at any time during PROJECT development and for a four-year period from date of completion of PROJECT or one year after the audit is completed or waived by Caltrans, whichever is later.

7. TRAVEL AND SUBSISTENCE

Payments to Recipient for travel and subsistence expenses of Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then Recipient is responsible for the cost difference and any overpayments shall be reimbursed to the TAMC on demand.

8. PROJECT COMPLETION

Recipient agrees to provide to the TAMC a short report summarizing total PROJECT costs and milestones, including before and after photos of the PROJECT within sixty (60) days of completion.

9. GOVERNING LAWS. This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.
10. CONFLICT OF INTEREST. Recipient warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.
11. CONSTRUCTION OF AGREEMENT. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.
12. WAIVER. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.
13. SUCCESSORS AND ASSIGNS. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.
14. TIME IS OF THE ESSENCE. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.
15. EXECUTION OF AGREEMENT. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
16. ENTIRE AGREEMENT. This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.
17. TERMINATION DATE. This Agreement shall remain in effect for a period of three (3) years from the date of this Agreement.

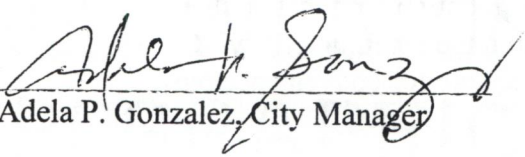
IN WITNESS WHEREOF, TAMC and Recipient execute this Agreement as follows:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

  
\_\_\_\_\_  
Debra L. Hale  
Executive Director

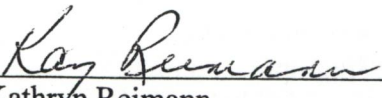
6/22/15  
Date

Recipient:  
CITY OF SOLEDAD, CA

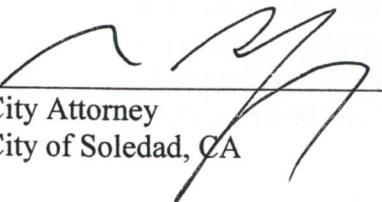
  
\_\_\_\_\_  
Adela P. Gonzalez, City Manager

4-2-2015  
Date

*Approved as to Form:*

  
\_\_\_\_\_  
Kathryn Reimann  
TAMC Counsel

6/24/15  
Date

  
\_\_\_\_\_  
City Attorney  
City of Soledad, CA

6-9-2015  
Date

## **Exhibit "A"**

### **PROJECT**

Soledad's project is to repair damaged sidewalks/curbs/gutters due to age, tree root upheavals, settling and cracking, primarily along school routes, at approximately 100 locations so that citizens can utilize the sidewalks and not be concerned with tripping. This sidewalk repair project will consist of jack-hammering and excavating out the old concrete sidewalk panels, cutting tree roots and forming and pouring new concrete replacement sidewalk panels. As required, ADA ramps at all four corners of each intersection at each end of any sidewalk segment receiving replacement panels will be assessed and replaced if not meeting current ADA ramp standards. In addition, a series of fitness stations at a location to be determined will also be installed as part of this project.

10/10/53

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