

FEDERAL APPORTIONMENT EXCHANGE PROGRAM  
 CALIFORNIA DEPARTMENT OF TRANSPORTATION  
 REGIONAL TRANSPORTATION PLANNING AGENCY

03 Tahoe Regional Planning Agency  
 District Agency

Agreement No. X09-6125(024)  
 EA No. 03-929025

4/23/09

THIS AGREEMENT is made on 4/14/09, by Tahoe Regional Planning Agency, a Regional Transportation Planning Agency (RTPA) designated under Section 29532 of the California Government Code, and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, RTPA desires to assign RTPA's portion of apportionments made available to STATE for allocation to transportation projects under the "Safe, Accountable, Flexible, Efficient, Transportation Equity Act - A Legacy for users" (SAFETEA-LU), as modified in accordance with Section 182.6 of the Streets and Highways Code (Regional Surface Transportation Program (RSTP) funds) in exchange for nonfederal State Highway Account funds:

NOW, THEREFORE, the parties agree as follows:

1. As authorized by Section 182.6(g) of the Streets and Highways Code, RTPA agrees to assign to STATE the following portion of its estimated annual RSTP apportionment:

\$447,680.00 for Fiscal Year 2008/2009

The above referenced portion of RTPA's estimated annual RSTP apportionment is equal to the estimated total RSTP apportionment less (a) the estimated minimum annual RSTP apportionment set for the County under Section 182.6(d)(2) of the Streets and Highways Code, (b) any federal apportionments already obligated for projects not chargeable to said County's annual RSTP minimum apportionment, and (c) those RSTP apportionments RTPA has chosen to retain for future obligation.

2. RTPA agrees the exchange for County's estimated annual RSTP minimum apportionment under Section 182.6(d)(2) of the Streets and Highways Code will be paid by STATE directly to Multi-County.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

Caleb Kwong Accounting Officer | Date 3.19.09 | \$ 447,680.00

Chapter | Statutes | Item | Fiscal Year | Program | BC | Category | Fund Source | \$

268 | 2008 | 2660-102-0042 | 08/09 | 20.30.010.850 | C | 224040 | 113-042-T | 447,680.00

3. Subject to the availability of STATE funds following the receipt of an RTPA invoice evidencing RTPA's assignment of those estimated RSTP funds under Section 1 to STATE, STATE agrees to pay to RTPA an amount not to exceed \$447,680.00 of non-federal exchange funds ("Funds") that equals the sum of the estimated RSTP apportionment assigned to State in Section 1 above.

4. RTPA agrees to allocate all of these Funds only for those projects (a) implemented by cities, counties, and other agencies as are authorized under Article XIX of the California State Constitution, in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code and (b) already included in the adopted Federal Statewide Transportation Improvement Program (FSTIP) that were to be funded with RSTP funds exchanged under Section 1 or RTPA shall reach agreement on amendments to the FSTIP with the project sponsor.

5. RTPA agrees to provide to STATE annually by each August 1 a list of all local project sponsors allocated Funds in the preceding fiscal year and the amounts allocated to each sponsor.

6. RTPA agrees to require project sponsors receiving those Funds provided under this AGREEMENT to establish a special account for the purpose of depositing therein all payments received from RTPA pursuant to this Agreement: (a) for cities within their Special Gas Tax Street Improvement Fund, (b) for counties, within their County Road Fund, and (c) for all other sponsors, a separate account.

7. RTPA agrees, in the event a project sponsor fails to use Funds received hereunder in accordance with the terms of this AGREEMENT, to require that project sponsor to return those exchange Funds to RTPA for credit to the account established under Section 5 above. In the event of any such requirement by STATE, RTPA shall provide written verification to STATE that the requested corrective action has been taken.

8. STATE reserves the right to reduce the STATE Funds payment required hereunder to offset such additional obligations by the RTPA or any of its sponsoring agencies against any RSTP federal apportionments as are chargeable to, but not included in, the assignment made under Section 1 above.

#### 9. COST PRINCIPLES

A) RTPA agrees to comply with, and require all project sponsors 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) RTPA will assure that its Fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) those parties 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. 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.

C) Any Fund expenditures for costs for which RTPA has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by RTPA to STATE. Should RTPA fail to reimburse Fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due RTPA from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

#### 10. THIRD PARTY CONTRACTING

A) RTPA shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by RTPA as a result of disbursing Funds received pursuant to this AGREEMENT shall contain all of the fiscal provisions of this Agreement; and shall mandate 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.

C) In addition to the above, the preaward requirements of third party contractor/consultants with RTPA should be consistent with Local Program Procedures as published by STATE.

#### 11. ACCOUNTING SYSTEM

RTPA, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of RTPA, 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 vouchers or invoices.

#### 12. RIGHT TO AUDIT

For the purpose of determining compliance with this AGREEMENT and other matters connected with the performance of RTPA's contracts with third parties, RTPA, RTPA's contractors and subcontractors and STATE shall each maintain and make available for inspection all 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 of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to RTPA. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and RTPA shall furnish copies thereof if requested.

13. TRAVEL AND SUBSISTENCE


Payments to only RTPA for travel and subsistence expenses of RTPA forces and its 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 RTPA is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.


14. SINGLE AUDIT

RTPA agrees to include all state (Funds) and federal funded projects in the schedule of projects to be examined in RTPA's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with Office of Management and Budget Circular A-133.

STATE OF CALIFORNIA  
Department of Transportation

Tahoe Regional Planning Agency

By:   
Office of Project Implementation  
Division of Local Assistance  
Date: 4/23/09

By:   
Title: EXECUTIVE DIRECTOR  
Date: 4/14/09