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**EXCHANGE FUND TRANSFER AGREEMENT
 Between
 TAHOE REGIONAL PLANNING AGENCY
 And
 EL DORADO COUNTY**

I. INTRODUCTION

Both the Tahoe Regional Planning Agency (TRPA) and El Dorado County agree that a transfer agreement must be executed by TRPA and El Dorado County to allow the transfer of 182.6(g) exchange funds between these two agencies. These funds include funds provided to TRPA per agreements with the California Department of Transportation (Caltrans) [Agreement numbers: X03-6125(016), X04-6125(017), X05-6125(019), and X06-6125(020)] pursuant to Section 182.6 of the Streets and Highways Code.

II. DISBURSEMENT OF FUNDS

TRPA and El Dorado County agree to the distribution of 182.6(g) funds consistent with the following:

FY	CSLT	El Dorado	Placer	TRPA	TOTALS
02/03	\$ 185,966	\$ 51,999	\$ 51,999	\$ 12,480	\$ 302,444
03/04	\$ 214,821	\$ 68,394	\$ 68,394	\$ 16,415	\$ 368,024
04/05	\$ 295,206	\$ 114,067	\$ 114,067	\$ 27,377	\$ 550,717
05/06	\$ 233,655	\$ 79,095	\$ 79,095	\$ 18,983	\$ 410,828
TOTALS	\$ 929,648	*\$ 313,555	\$ 313,555	\$ 75,255	\$1,632,013
Requested		\$ 300,000			
05/06 balance		\$ 13,555			

*** El Dorado requested \$300,000. \$13,555 remains for FY 05/06.**

After distribution of the City of South Lake Tahoe’s \$94,448, the balance of the funds in the 182.6(g) account will be distributed to Placer County, El Dorado County, CSLT, and TRPA according to the following percentages: Placer Co., 25%; El Dorado Co., 25%; CSLT, 44%; and TRPA, 6%. The distribution of the balance of Section 182.6(g) funds may be changed by action of the TRPA upon notification to each of the 182.6(g) recipients.

III. LIMITATIONS

1. El Dorado County agrees to use 182.6(g) funds only for projects defined under Sections 133(b) and 133(c) of Title 23, United States Code and Article XIX of the California State Constitution.

2. El Dorado County agrees to allocate all 182.6(g) funds as necessary to one or all of the projects listed on Attachment "A," which has been mutually agreed upon by El Dorado County and TRPA and is incorporated herein by reference.
3. Both TRPA and El Dorado County agree specifically to include in the "build" alternative of the air quality conformity analysis any capacity-expanding project funded herein located in an air quality non-attainment area.
4. El Dorado County agrees to provide TRPA (a) a listing and (b) brief description of projects funded through this Agreement and to update this project list, as necessary, if project priorities change.
5. El Dorado County agrees to provide TRPA annual status reports on RSTP funds that are in concurrence with the AB1012 "Timely Use of Funds" provision as a tracking mechanism to better ensure project implementation.
6. El Dorado County agrees to comply with all conditions attached to the 182.6(g) funds under Agreements X03-6125(016), X04-6125(017), X05-6125(019), and X06-6125(020), attached hereto as Exhibits "A," "B," "C," and "D," respectively, and incorporated herein by reference.
7. TRPA will provide El Dorado County the balance available upon receipt of funds from Caltrans. TRPA will release funds to El Dorado County within 30 days of approval of an updated project list and/or disbursement request.

IV. EXCHANGE FUND ACCOUNTS

1. El Dorado County agrees to establish an account for the deposit and disbursement of 182.6(g) funds.
2. TRPA agrees to establish an account to deposit and disburse 182.6(g) funds.

V. AUDIT REQUIREMENTS

1. TRPA agrees to provide to Caltrans a list of agencies allocated 182.6(g) exchange funds, and a brief description of projects funded with these funds.
2. El Dorado County agrees that in the event El Dorado County fails to use 182.6(g) funds within the terms of this Agreement, El Dorado County agrees to return the exchange funds to TRPA for credit to the account established under Section IV-2. In the event of such requirement by Caltrans, TRPA shall verify in writing that the requested corrective action has been taken.
3. Both TRPA and El Dorado County agree to grant State of California auditors access to the TRPA and El Dorado County books and records for the purpose of verifying that funds paid hereunder are properly accounted for and expended in accordance with this Agreement.

VI. GENERAL PROVISIONS

1. TRPA and El Dorado County warrant that the individuals who have signed this Agreement have the legal power, right and authority to enter into this Agreement so as to bind their respective agencies to perform the conditions contemplated herein.
2. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any of the provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver and no waiver shall be binding unless executed in writing by the party making the waiver.
3. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
4. TRPA shall indemnify, defend and hold harmless El Dorado County, its officers, employees and agents against, and will hold and save them and each of them, harmless from any and all actions, claims, penalties, obligations, liabilities or damages to personal property that may be asserted or claimed by any person, firm, entity, corporation, political subdivisions or other organization arising out of or in connection with TRPA's duties under this Agreement. El Dorado County shall indemnify, defend and hold harmless the TRPA, its officers, employees and agents against, and will hold and save them and each of them, harmless from any and all actions, claims, penalties, obligations, liabilities or damages to personal property that may be asserted or claimed by any person, firm, entity, corporation, political subdivisions or other organization arising out of or in connection with El Dorado County's duties under this Agreement.
5. The El Dorado County officer or employee with responsibility for administering this Agreement is James W. Ware, Director of Transportation, or successor.

TAHOE REGIONAL PLANNING AGENCY

EL DORADO COUNTY

Executive Director

Board of Supervisors

Date: _____

Date: _____

Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Date: _____