

**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: (X11-6125(027), and (X12-6125(028))] 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:

<b>FY</b>	<b>CSLT</b>	<b>El Dorado</b>	<b>Placer</b>	<b>TRPA</b>	<b>TOTALS</b>
2010/2011	\$ 275,074	\$ 102,628	\$ 102,628	\$ 24,631	\$ 504,961
2011/2012	\$ 275,074	\$ 102,628	\$ 102,628	\$ 24,631	\$ 504,961
<b>TOTALS</b>	<b>\$ 550,148</b>	<b>\$ 205,256</b>	<b>\$ 205,256</b>	<b>\$ 49,262</b>	<b>\$ 1,009,922</b>

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 X11-6125(027), and X12-6125(028) attached hereto as Exhibits "A" and "B" respectively, 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: Kimberly A. Kerr, title: Interim Director of Transportation, or successor.

TAHOE REGIONAL PLANNING AGENCY

COUNTY OF EL DORADO

\_\_\_\_\_

\_\_\_\_\_

Executive Director

Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:  
 Terri Daly  
 Acting Clerk of the Board of Supervisors

By: \_\_\_\_\_

Date: \_\_\_\_\_



TAHOE ENGINEERING:  
924B Emerald Bay Road  
South Lake Tahoe, CA 96150  
Phone: (530) 573-7900  
Fax: (530) 541-7049

KIMBERLY A. KERR  
Interim Director of Transportation  
  
Internet Web Site:  
<http://edcgov.us/dot>

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



June 27, 2012

JUN 29 2012

PROFESSIONAL  
STAMP

Ms. Judy Weber  
Tahoe Regional Planning Agency  
PO Box 5310  
Stateline, NV 89449

**Subject: RSTP Exchange Funds - Disbursement Request**

Dear Ms. Weber:

In response to your letter dated June 8, 2012, the County of El Dorado Department of Transportation, Tahoe Engineering Unit (EDOT) requests the release of **\$150,000** of RSTP Exchange Funds for the **Lake Tahoe Blvd Enhancement Project (CIP No. 95186), EIP #s 991,10036**. These funds will be used for the construction and construction related activities of the Project.

EDOT respectfully requests that these funds become available as soon as possible. Please send approval letter to EDOT as well as to: Ruth Young, Department of Transportation Chief Fiscal Officer, 2850 Fairlane Court, Bldg. C, Placerville, CA 95667. Once the approval letter is received, the County will invoice TRPA accordingly.

Should you have any questions regarding the contents of this letter, please do not hesitate to contact me at (530) 573-7920.

Sincerely,

Donald Palaroan, P.E.  
Sr. Civil Engineer

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

03 Tahoe Regional Planning Agency  
 District Agency

Agreement No. X11-6125(027)  
 AMS Advantage ID:0300020779

THIS AGREEMENT is made on June 23, 2011, 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:

\$504,961.00 for Fiscal Year 2010/2011

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 5-24-11 | \$ 504961.-  
 Chapter | Statutes | Item | Fiscal Year | Program | BC | Category | Fund Source | \$ 504961.-  
 712 | 2010 | 2660-102-0042 | 10/11 | 20.30.010.850 | C | 22400040 | 102-042-T |

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 \$504,961.00 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.

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: *Adrian Lombosini*  
Office of Project Implementation  
Division of Local Assistance  
Date: 6/23/11

By: *J. Marchetti*  
Title: EXECUTIVE DIRECTOR  
Date: 6/13/11



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

District: 03  
Agency: Tahoe Regional Planning Agency

Agreement No. X12-6125(028)  
AMS Adv ID:0312000244

THIS AGREEMENT is made on June 5, 2012, 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:

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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.

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For Caltrans Use Only

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

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Accounting Officer

| Date

5/16/12 \$ 504,961.00



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 \$504,961.00 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 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.

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.

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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.

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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: 6/5/12

By:   
Title: \_\_\_\_\_  
Date: 5/28/12