



Mail
 PO Box 5310
 Stateline, NV 89449-5310

Location
 128 Market Street
 Stateline, NV 89449

Contact
 Phone: 775-588-4547
 Fax: 775-588-4527
 www.trpa.org

**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 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: _____

COUNTY OF EL DORADO

DEPARTMENT OF TRANSPORTATION



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

JAMES W. WARE, P.E.
Interim Director of
Transportation

Internet Web Site:
<http://co.el-dorado.ca.us/dot>

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



March 5, 2009

Scott Forsythe
Senior Transportation Planner
Tahoe Regional Planning Agency
P.O. Box 5310
Stateline, NV 89449-5310

Reference: Regional Surface Transportation Programs Exchange 2009 Request

Mr. Forsythe:

The El Dorado County Department of Transportation (Department) would like to request the following Regional Surface Transportation Program (RSTP) funds within the projects listed below:

| Project # | EIP # | Project Name | Scope of Work | Amount Requested | Task |
|-----------|-------|-----------------------------------|-------------------|------------------|------------------|
| 95165 | 10034 | Sawmill 2 Bike Path Project | Class 1 Bike Path | \$100,000.00 | Site Improvement |
| 95186 | 10036 | Lake Tahoe Blvd Bike Path Project | Class 1 Bike Path | \$200,000.00 | Planning/Design |

Please let us know when the Exchange Agreement will be available so we can coordinate our County Counsel and Board of Supervisors processes.

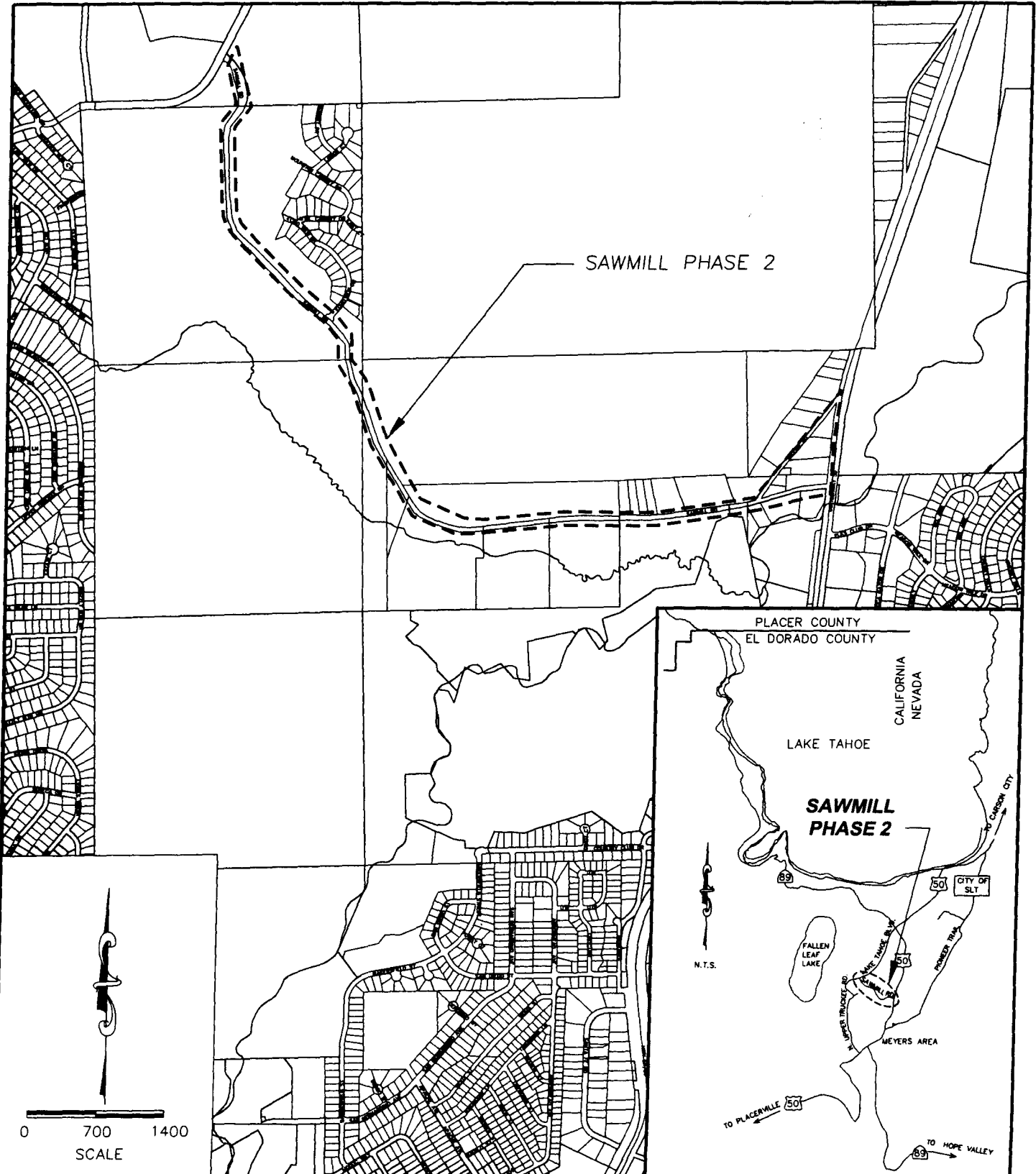
If you have any questions please don't hesitate to contact me at (530) 573-7910.

Sincerely,


Steve Kopyman, P.E.
Supervising Civil Engineer

Attachments: Location Maps

cc: Russ Nygaard, EDOT
Ruth Young, EDOT



EL DORADO COUNTY
SOUTH LAKE TAHOE OFFICE



**SAWMILL
PHASE 2**
Project Location Map

FIGURE

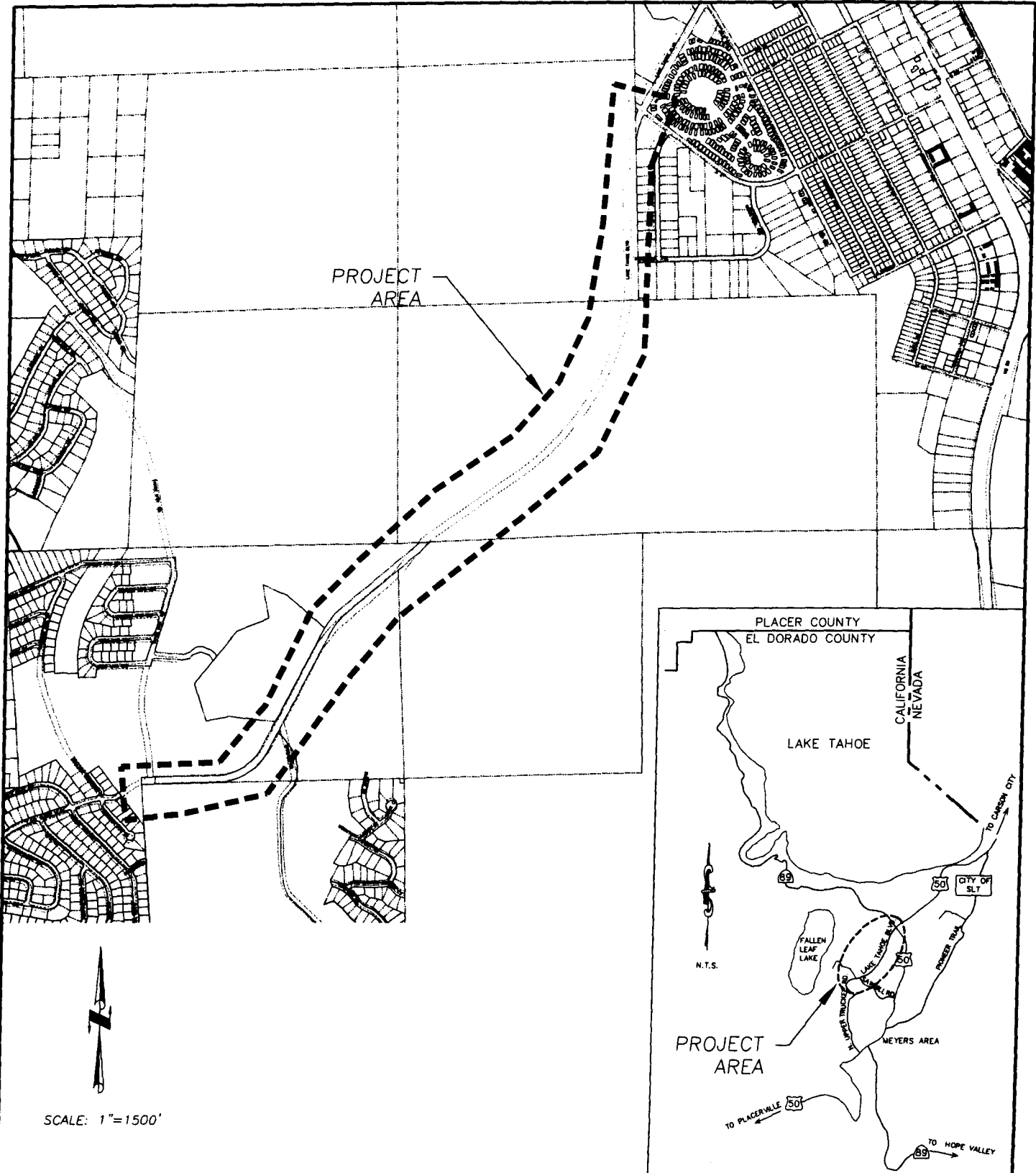
A

DATE: 03/09

PROJECT NO.: 95165

BY: JTC

09-0741.B.5



EL DORADO COUNTY
SOUTH LAKE TAHOE OFFICE



LAKE TAHOE BOULEVARD
BIKE TRAIL PROJECT

Project Location Map

FIGURE

A

DATE: 2/09

PROJECT NO.: 95175

BY: JTC

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

Exhibit A

03 Tahoe Regional Planning Agency
 District Agency

Agreement No. X03-6125(016)
 EA No. 03-928473L

THIS AGREEMENT is made on ^{9 03}~~8/28~~/03, 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 Transportation Equity Act for the 21st Century (TEA-21), 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 annual RSTP apportionment:

\$302,444.00 for Fiscal Year 2002/2003

The above referenced portion of RTPA's annual RSTP apportionment is equal to the total RSTP apportionment less (a) the 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 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

| | | | | | | | |
|-----------------|----------|--------------------|-------------|---------------|----|------------------|------------------|
| Original Signed | | Accounting Officer | | Date | | \$ 302,444.00 | |
| Iqbal Mahmood | | | | 6-6-03 | | | |
| Chapter | Statutes | Item | Fiscal Year | Program | BC | Category | Fund Source |
| 379 | 2002 | 2660-102-0042 | 02/03 | 20.30.010.850 | C | 264040-102-042-T | 224040 113-042-T |

3. Subject to the availability of STATE funds following the receipt of an RTPA invoice evidencing RTPA's assignment of those RSTP funds under Section 1 to STATE, STATE agrees to pay to RTPA an amount not to exceed \$302,444.00 of non-federal exchange funds ("Funds") that equals the sum of the 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 Sections 133(b) and 133(c) of Title 23, United States Code and 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: Winton Emmett
Office of Project Implementation, North
Division of Local Assistance
Date: 9/3/03

By: [Signature]
Title: ACTING EXECUTIVE DIRECTOR
Date: 8-28-03

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

Exhibit B

03 Tahoe Regional Planning Agency
 District Agency

Agreement No. X04-6125(017)
 EA No. 03-928539

THIS AGREEMENT is made on _____, 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 Surface Transportation Extension Act of 2004 (STEA04), 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:

\$368,024.00 for Fiscal Year 2003/2004

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

Original Signed By Accounting Officer | Date 6/4/04 | \$ 368,024.00
 Iqbal Mahmood

| Chapter | Statutes | Item | Fiscal Year | Program | BC | Category | Fund Source | \$ |
|---------|----------|---------------|-------------|---------------|----|----------|-------------|----|
| 379 | 2002 | 2660-102-0042 | 03/04 | 20.30.010.850 | C | 264040 | 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 \$368,024.00 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 Sections 133(b) and 133(c) of Title 23, United States Code and 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: Walter Entt
Office of Project Implementation, North
Division of Local Assistance
Date: 2/10/05

By: Carl Hasty
Title: Deputy Executive Director
Date: 8/25/04

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

Exhibit C

03 Tahoe Regional Planning Agency
 District Agency

Agreement No. X05-6125(019)
 EA No. 03-928595

THIS AGREEMENT is made on April 1, 2005, 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 Surface Transportation Extension Act of 2004 (STEAO4), 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:

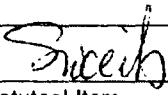
\$550,717.00 for Fiscal Year 2004/2005

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

|  Accounting Officer | | | | | | | | | | Date: <u>2-17-05</u> | | \$ <u>550,717.00</u> | |
|--|----------|---------------|-------------|---------------|----|----------|-------------|----|--|----------------------|--|----------------------|--|
| Chapter | Statutes | Item | Fiscal Year | Program | BC | Category | Fund Source | \$ | | | | | |
| 208 | 2004 | 2660-102-0042 | 04/05 | 20.30.010.830 | C | 217000 | 113-042-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 \$550,717.00 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: David Casper
Office of Project Implementation, North
Division of Local Assistance
Date: 04/01/2005

By: Carl Hasty
Title: Deputy Executive Director
Date: 3/8/05

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

Exhibit D

03 Tahoe Regional Planning Agency
 District Agency

Agreement No. X06-6125(020)
 EA No. 03-928656L

MAY 8, 2006

THIS AGREEMENT is made on ~~4/18/06~~ 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:

\$410,828.00 for Fiscal Year 2005/2006

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

Sandra M. Magan Accounting Officer | Date 4-4-06 | \$ 410,828.00
 Chapter | Statutes | Item | Fiscal Year | Program | BC | Category | Fund Source | \$

| | | | | | | | | |
|----|------|---------------|-------|---------------|---|--------|-----------|------------|
| 38 | 2005 | 2660-102-0042 | 05/06 | 20.30.010.840 | C | 224040 | 113-042-T | 410,828.00 |
|----|------|---------------|-------|---------------|---|--------|-----------|------------|

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 \$410,828.00 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.

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STATE OF CALIFORNIA
Department of Transportation

Tahoe Regional Planning Agency

By: David Chapman
Office of Project Implementation
Division of Local Assistance
Date: MAY 8, 2006

By: [Signature]
Title: DEPUTY EXECUTIVE DIRECTOR
Date: 4-18-06