

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

District: 03

Agency: El Dorado County Transportation Commission

Agreement No. X15-6157(054)

AMS Adv ID:0315000178

THIS AGREEMENT is made on JUNE 12, 2015, by El Dorado County Transportation Commission, 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 "Moving Ahead for Progress in the 21st Century Act" (MAP-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 estimated annual RSTP apportionment:

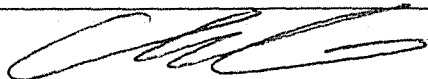
\$692,354.00 for Fiscal Year 2014/2015

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 El Dorado County.

For Caltrans Use Only

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



Accounting Officer

| Date 4/14/15 | \$ 692,354.00

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	4/13/2015	PROJECT NUMBER: 0315000178
REQUISITION NUMBER / CONTRACT NUMBER: RQS 03150000670		

FROM:
Department of Transportation

SUBJECT:
Encumbrance Document

VENDOR / LOCAL AGENCY:
El Dorado County Transportation Commission

CONTRACT AMOUNT:
\$692,354.00

Local Assistance

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
25	2014	2660-102-0042	2015	2030010850	2240/0400	\$692,354.00

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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 \$692,354.00 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 6 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 Supercircular 2 CFR 200, Cost Principles for State and Local Government and the 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 2 CFR 200, 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 2 CFR 200, 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 Supercircular 2 CFR 200 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 and STATE or any third-party source, including but not limited to, the State Treasurer, The State Controller and the CTC. The implementation of the Supercircular will cancel 49 Cfr Part 18.

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.

STATE OF CALIFORNIA
Department of Transportation

El Dorado County Transportation Commission

By: Adam Ambrosini
Office of Project Implementation
Division of Local Assistance
Date: 6/12/15

By: [Signature]
Title: Executive Director
Date: 6/5/15

**FEDERAL APPORTIONMENT RSTP EXCHANGE BUYOUT PROGRAM ANNUAL REPORT FOR
EL DORADO COUNTY TRANSPORTATION COMMISSION**

A	B	C = A+B-D	D		
Cash Retained by RTPA as of 6/30/13	Cash Received From Caltrans 7/1/13 to 6/30/14	Cash Retained by RTPA as of 6/30/14	Cash Disbursed By RTPA From 7/1/13 to 6/30/14		
			Date of Disbursement	Amount of Cash Disbursement	Name of Agency or Contractor Receiving Cash
\$740,155.37	\$1,632,454.00	\$793,839.75			
			9/25/13	\$200,000.00	City of Placerville FY 2012/13
			9/25/13	\$642,970.00	El Dorado County Transportation Division FY 2012/13
			6/23/14	\$200,000.00	City of Placerville FY 2013/14
			6/23/14	\$426,239.00	El Dorado County Transportation Division FY 2013/14
			FY 2013/14	\$105,729.62	El Dorado County Transportation Commission for approved OWP Work Elements
			TOTAL	\$1,574,938.62	



2828 Easy Street, Suite 1, Placerville, CA 95667 www.edctc.org 530.642.5260

Councilmembers Representing City of Placerville: Patty Borelli, Carl Hagen, Wendy Thomas

Supervisors Representing El Dorado County: Ron Briggs, Ron Mikulaco, Norma Santiago, Brian Veerkamp

Resolution 14/15.06

**RESOLUTION OF THE EL DORADO COUNTY TRANSPORTATION COMMISSION
AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN AGREEMENTS WITH CALTRANS
FOR RECEIPT OF STATE AND FEDERAL FUNDS**

WHEREAS, pursuant to California Government Code, Title 7.95, Section 67950, the El Dorado County Transportation Commission (EDCTC) was created as a local planning agency to provide regional transportation planning for the area of El Dorado County, exclusive of the Lake Tahoe Basin; and

WHEREAS, California Government Code Section 29532.1(g) identifies EDCTC as the designated regional transportation planning agency for El Dorado County, exclusive of the Lake Tahoe Basin; and is responsible for the planning, allocating and/or programming of funds; and

WHEREAS, the Master Fund Transfer Agreement (MFTA) provides the underlying contractual agreement that allows the California Department of Transportation (Caltrans) to transfer state and federal funds to EDCTC; and

WHEREAS, Caltrans desires to update the provisions of the MFTA, last executed by EDCTC on November 17, 2004.


NOW THEREFORE, BE IT RESOLVED,

1. The Executive Director is hereby authorized to sign Master Fund Transfer Agreement (Contract No. 74A0787) with Caltrans for the receipt of state and federal funds.
2. The Executive Director is hereby authorized to sign amendments and other agreements with state or federal agencies as may be necessary for the receipt of state or federal funds, consistent with EDCTC's adopted Annual Overall Work Program and Budget or other EDCTC actions.

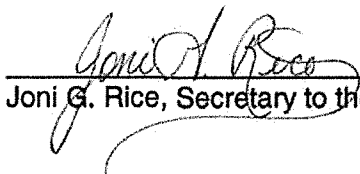
PASSED AND ADOPTED, by the El Dorado County Transportation Commission at their regular meeting on October 2, 2014 by the following vote:

AYES: Borelli, Briggs, Hagen, Mikulaco, Thomas, Veerkamp
 NOES: None
 ABSTAIN: None
 ABSENT: Santiago

Attest:



 Ron Briggs, Chairperson



 Joni G. Rice, Secretary to the Commission