

**AGREEMENT BETWEEN THE
EL DORADO COUNTY TRANSPORTATION COMMISSION
AND EL DORADO COUNTY FOR FY 2013/14 AND FY 2014/15
REGIONAL SURFACE TRANSPORTATION PROGRAM EXCHANGE FUNDS**

This agreement is made on 11/17/15 by and between the El Dorado County Transportation Commission, hereinafter referred to as "EDCTC," and El Dorado County, hereinafter referred to as "RSTP Exchange Recipient."

WHEREAS, as authorized by section 182.6(g) of the Streets and Highways Code, EDCTC has entered into agreements X14-6157(050) and X15-6157(054) with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual Regional Surface Transportation Program (RSTP) apportionment to Caltrans in exchange for fiscal year (FY) 2013/14 and FY 2014/15 nonfederal State Highway Account funds; and

WHEREAS, EDCTC is authorized to use these exchanged funds (hereinafter RSTP Exchange Funds) to assist local agencies to promote projects which otherwise qualify for RSTP funds; and

WHEREAS, EDCTC is required to execute formal written agreements between EDCTC and RSTP Exchange Recipients and provide oversight of the program funds; and

WHEREAS, the EDCTC Board approved the allocation and payment of FY 2013/14 funds on June 19, 2014 calculated per the formula based distribution policy adopted by EDCTC on February 3, 2011; and

WHEREAS, the EDCTC received the FY 2014/15 RSTP Exchange funds on July 16, 2015 which will be paid to the County per the formula based distribution policy adopted by the EDCTC on February 3, 2011 after the execution of this agreement; and

WHEREAS, EDCTC is implementing this agreement and Exhibit A to perform contract management and oversight of the RSTP Exchange Funds; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The RSTP Exchange Recipient agrees to use the funds only for the RSTP Exchange eligible project(s) described in Exhibit A.
2. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Agreement, by means of approval by the EDCTC Board of a revised Exhibit A, which shall be designated by a date and number (e.g., "Exhibit A-1 (DATE)").
3. The RSTP Exchange Recipient agrees to mention EDCTC's role in funding the project in any press release or media event held by the RSTP Exchange Recipient to promote a RSTP funded project.
4. EDCTC agrees to allocate all of these Funds only for those projects implemented by cities,

counties, and other RSTP Eligible 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. The RSTP Exchange Recipient agrees to submit a status report to EDCTC by April 30 each year with the details of the RSTP funding by project listed on Exhibit A.
6. EDCTC requires project sponsors receiving those funds provided under this agreement to establish a special account for the purpose of depositing therein all payments received from EDCTC pursuant to this agreement; for counties, within their County Road Fund.
7. The RSTP Exchange Recipient agrees to have an approved budget appropriation of the RSTP Exchange project(s) within three years. The end date of these funds will be five years from the date funds were allocated by the El Dorado County Transportation Commission. Failure to complete the RSTP Exchange project(s) within the five years shall allow EDCTC to request repayment from the RSTP Exchange Recipient and reprogram such Exchange Funds for other purposes.

8. COST PRINCIPLES

- A. EDCTC and RSTP Exchange Recipient agrees 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. RSTP Exchange 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 which RSTP Exchange Recipient 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 to EDCTC and Caltrans. The implementation of the Supercircular will cancel 49 CFR Part 18.

9. THIRD PARTY CONTRACTING

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

- B. RSTP Exchange Recipient agree that any subcontract or agreement entered into by RSTP Exchange Recipient using 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 and only if consistent with Paragraph 12, below.
- C. In addition to the above, the pre-award requirements of third party contractor/consultants with RSTP Exchange Recipient shall be consistent with Local Program Procedures as published by Caltrans.

10. ACCOUNTING SYSTEM

RSTP Exchange Recipient, 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 RSTP Exchange Recipient, 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 project payments.

11. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of RSTP Exchange Recipient's contracts with third parties, EDCTC, RSTP Exchange Recipient, RSTP Exchange Recipient's contractors and subcontractors and Caltrans 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 payment of Funds to RSTP Exchange Recipient. Caltrans, the California State Auditor, or any duly authorized representative of Caltrans 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 RSTP Exchange Recipient shall furnish copies thereof if requested.

12. TRAVEL AND SUBSISTENCE

Payments to RSTP Exchange Recipient for travel and subsistence expenses of RSTP Exchange Recipient forces and/or its contractors or 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 RSTP Exchange Recipient is responsible for the cost difference and any overpayments shall be reimbursed to EDCTC and Caltrans on demand.

13. PROJECT COMPLETION

RSTP Exchange Recipient agrees to provide to EDCTC a report summarizing total project costs and milestones for each project using this RSTP Exchange funding within sixty (60) days of completion.

14. TERMINATION DATE

This Agreement shall remain in effect for a period of five (5) years from the execution date of this Agreement.

IN WITNESS WHEREOF, EDCTC and RSTP Exchange Recipient execute this Agreement as follows:

EL DORADO COUNTY TRANSPORTATION COMMISSION


Sharon Scherzinger
Executive Director

11/30/15
Date

RSTP Exchange Recipient:
EL DORADO COUNTY


Brian Veerkamp, Chair
El Dorado County Board of Supervisors

11/17/15
Date

ATTEST: James S. Mitrison
Clerk of the Board of Supervisors

By 
Marcie MacFarland, Deputy Clerk

EXHIBIT A**FY 2013/14**

El Dorado County Transportation Commission

Regional Surface Transportation Program - Exchange Funds

EDCTC Agreement # X14-6157 (050)

Allocation Approved to El Dorado County on June 19, 2014: \$426,239.00

Agency	Commission Approval Date	Fund Expiration Date	Project	Cost Estimate- RSTP Share
El Dorado County	6/19/2014	6/19/2019	Bucks Bar Rd/No Fork Cosumnes River Bridge Replacement - 77116	\$126,239.00
El Dorado County	6/19/2014	6/19/2019	Road Rehab. & Maintenance	\$300,000.00
Total				<u>\$426,239.00</u>

FY 2014/15

El Dorado County Transportation Commission

Regional Surface Transportation Program - Exchange Funds

EDCTC Agreement # X15-6157 (054)

Allocation Approved to El Dorado County on _____: \$423,118.60

Agency	Commission Approval Date	Fund Expiration Date	Project	Cost Estimate- RSTP Share
El Dorado County	/2015	/2020	Newtown Rd/So Fork Weber Creek Bridge Replacement - 77122	\$200,000.00
El Dorado County	/2015	/2020	Bucks Bar Rd/No Fork Cosumnes River Bridge Replacement - 77116	\$223,118.60
Total				<u>\$423,118.60</u>