

FEDERAL APPORTIONMENT EXCHANGE PROGRAM AND STATE MATCH PROGRAM: CALIFORNIA DEPARTMENT OF TRANSPORTATION -- MPO COUNTY

(GREATER THAN 3.5% TOTAL STATEWIDE SECTION 182.6(d)(2) S&H CODE ANNUAL RSTP APPORTIONMENT)

District _____ County _____

Agreement No. _____

THIS AGREEMENT is made on _____, 199_, by the COUNTY of _____, a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (CALTRANS).

WHEREAS, COUNTY desires to assign apportionments made available to it for allocation to transportation projects under the Intermodal Surface Transportation Efficiency Act of 1991, 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, and

WHEREAS section 182.9 of the Streets and Highways Code requires the allocation of state matching moneys from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXHCANGE PROGRAM

A. As authorized by section 182.6(h)(2) of the Streets and Highways Code, COUNTY agrees to assign to CALTRANS:

\$ _____ from the eligible portion of its annual minimum RSTP Apportionment for Fiscal Year 199_/9_.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance								
Accounting Officer					Date		\$	
Chapter	Statutes	Item	Fiscal Year	Program	BC	Category	Fund Source	\$

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance								
Accounting Officer					Date		\$	
Chapter	Statutes	Item	Fiscal Year	Program	BC	Category	Fund Source	\$

The eligible portion of said minimum apportionment is the COUNTY's annual minimum RSTP apportionment established under section 182.6 (d)(2) of the Streets and Highways Code in excess of 3 1/2 percent of the statewide minimum apportionment established under section 182.6 (d)(2) less any Federal apportionments already obligated for projects chargeable to its eligible portion annual minimum RSTP apportionment.

B. COUNTY agrees to use such funds, as necessary, for those projects already included in the adopted Federal Statewide Transportation Improvement Program (FSTIP) that were to be funded with RSTP funds exchanged under Section I.A or reach agreement on amendments to the FSTIP.

C. COUNTY agrees that it will not undertake any capacity-expanding project funded herein located in an air quality nonattainment area without prior inclusion of said project by its RTPA in the "build" alternative of the air quality conformance analysis and the RTPA's subsequent concurrence in the project's implementation.

II. STATE MATCH PROGRAM

A. As authorized by section 182.9 of the Streets and Highways Code, CALTRANS agrees to pay to COUNTY \$_____ from the unobligated balance of its State Matching moneys for Fiscal Year 199_/9_.

B. COUNTY agrees that before it uses State Matching funds for any other lawful purpose, it shall use such funds to match Federally funded transportation projects.

III. COMMON PROVISIONS

A. Subject to funds being made available by the State Budget Act, and upon receipt of an invoice evidencing COUNTY's assignment of its apportionment under section I.A to CALTRANS, CALTRANS agrees to pay to COUNTY an amount not to exceed \$_____ which amount is equal to the sum of the apportionment amounts identified in Section I.A and the State Match funds identified in Section II.A.

B. Subject to funds being made available by the State Budget Act, CALTRANS agrees to pay COUNTY prior to July 1, 199_, up to \$_____ of the amounts invoiced under Section III.A, for use in accordance with this agreement.

C. COUNTY agrees to use all state funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

D. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

E. COUNTY agrees to grant State of California auditors access to COUNTY's books and records for the purpose of verifying that funds paid hereunder are properly accounted for and proceeds are expended in accordance with the terms of this agreement. All documents will be available for inspection by authorized CALTRANS agents at any time for a four-year period from date of payment under this agreement or one year after the audit is completed or waived by CALTRANS, whichever is later.

F. COUNTY agrees in the event COUNTY fails to use funds received hereunder in accordance with the terms of this agreement, CALTRANS will require COUNTY to replace those State funds with local funds and credit the account established under Section III.D. In the event of such requirement by CALTRANS, COUNTY shall provide written verification to CALTRANS that the requested corrective action has been taken.

G. CALTRANS reserves the right for the payments required hereunder to be reduced to offset such additional Federal apportionments obligated for projects chargeable to the COUNTY's annual RSTP minimum

apportionment as are not counted in Section I.A and such additional State Match funds obligated for Federal projects as are not counted in Section II.A.

STATE OF CALIFORNIA
Department of Transportation

COUNTY OF _____

Chief, District Liaison Branch
Office of Local Programs

Chair, Board of Supervisors

Date: _____

Date: _____

ATTEST:

Acting Clerk, Board of Supervisors

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