

**FEDERAL APPORTIONMENT EXCHANGE PROGRAM: CALIFORNIA DEPARTMENT OF  
TRANSPORTATION -- REGIONAL TRANSPORTATION PLANNING AGENCY**

\_\_\_\_\_ District \_\_\_\_\_ Agency

Agreement No. \_\_\_\_\_

THIS AGREEMENT is made on \_\_\_\_\_, 199\_\_\_\_, by \_\_\_\_\_, 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 (CALTRANS).

WHEREAS, RTPA 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:

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 CALTRANS the following portion of its annual 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 above referenced portion of RTPA's annual RSTP apportionment is equal to the total RSTP Apportionment less the minimum annual RSTP apportionment set for the county under section 182.6(d)(2) of the Streets and Highways Code, less any Federal apportionments already obligated for projects not chargeable to said County's annual RSTP minimum apportionment, and less 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 CALTRANS directly to \_\_\_\_\_ County.

3. Subject to funds being made available, and upon receipt of an invoice evidencing its assignment under Section 1 to CALTRANS, CALTRANS agrees to pay to RTPA an amount not to exceed \$\_\_\_\_\_ which amount is equal to the sum of the amounts assigned in Section 1.

4. Subject to funds being made available by the State Budget Act, CALTRANS agrees to pay RTPA prior to July 1, 199\_\_ up to \$\_\_\_\_\_ invoiced under Section 3 for use in accordance with this agreement.

5. RTPA agrees to allocate all State funds paid hereunder only for projects as defined under sections 133(b) and 133 (c) of Title 23, United States Code and Article XIX of the California State Constitution, implemented by cities, counties, and other agencies in accordance with the requirements of section 182.6(d)(1) of the Streets and Highways Code.

6. RTPA agrees to allocate 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 1 or reach agreement on amendments to the FSTIP.

7. RTPA agrees specifically to include in the "build" alternative of the air quality conformance analysis any capacity-expanding project funded herein located in an air quality nonattainment area.

8. RTPA agrees to provide to CALTRANS annually by August 1 a list of all local project sponsors allocated funds herein in the preceding fiscal year and the amounts allocated.

9. RTPA agrees to require project sponsors receiving funds hereunder 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.

10. RTPA agrees to grant, and to require local sponsors to grant, State of California auditors access to RTPA's and local sponsor'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 during project development and for a four-year period from date of completion of project or one year after the audit is completed or waived by CALTRANS, whichever is later.

11. RTPA agrees in the event a project sponsor fails to use funds received hereunder in accordance with the terms of this agreement to require the project sponsor to return the exchange funds to RTPA for credit to the account established under Section 9. In the event of such requirement by CALTRANS, RTPA shall provide written verification to CALTRANS that the requested corrective action has been taken.

12. CALTRANS reserves the right for the payments required hereunder to be reduced to offset such additional obligations against Federal apportionments as are chargeable to, but not included in, the assignment under Section 1.

STATE OF CALIFORNIA  
Department of Transportation

\_\_\_\_\_  
(TRANSPORTATION PLANNING AGENCY)  
[LOCAL TRANSPORTATION COMMISSION]

\_\_\_\_\_  
Chief, District Liaison Branch  
Office of Local Programs

\_\_\_\_\_  
Executive Director

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

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

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