

# MARIPOSA COUNTY

Public Works · 209 966 5356



## RESOLUTION - ACTION REQUESTED 2021-168

MEETING: April 6, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve the Annual FY 20/21 Annual Federal and State Funding Exchange Agreement

---

### RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Caltrans for 2020/2021 Optional Federal Apportionment Exchange and State Match Program for the Regional Surface Transportation Program (RSTP) Funds; and Authorize the Public Works & Transportation Director to Sign the Agreement.

Staff is requesting that the Board authorize the Director, Public Works & Transportation to sign the agreement with Caltrans to exchange Federal funds earmarked for transportation under the Safe, Accountable, Flexible, Efficient, Transportation Equity Act - A Legacy for Users (SAFETEA-LU) legislation for non-Federal State highway account funds. The amount to be exchanged is \$157,715 from the Federal Government, including the State match of \$78,858.00 the total amount of funds provided available to roads is \$236,573.00.

The exchange program is offered to jurisdictions such as Mariposa County to allow the best use of transportation funds without placing undue restrictions on expenditures. Funds will be recognized as revenue in the 2021/2022 fiscal year Roads Division Budget.

### BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Road Division has relied heavily on the annual RSTP exchange dollars for general maintenance for several years. This exchange has occurred on an annual basis since the inception of the Surface Transportation Program in 1991.

### ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action will result in the Road Division not being able to utilize the RSTP funds effectively because of the difficult National Environmental Policy Act (NEPA) requirements and the County may not have enough projects that qualify for Federal transportation funds.

## Resolution - Action Requested 2021-168

**FINANCIAL IMPACT:**

**\$236,573.00 is included as revenue received in FY 21/22 Roads Division Budget  
Request: 300-0301-305-6227.**

**ATTACHMENTS:**

**Annual Caltrans Agreement for Funding Exchange(PDF)**

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Miles Menetrey, District V Supervisor

**SECONDER:** Wayne Forsythe, District IV Supervisor

**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

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

10 MARIPOSA  
District County

RES. NO. 21-168

Agreement No. X21-5940(140)  
AMS Adv ID:1021000140

THIS AGREEMENT is made on April 6, 2021, by the COUNTY of MARIPOSA, a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS, COUNTY desires to assign federal apportionments made available to COUNTY for allocation to transportation projects in accordance with Section 182.6 of the Streets and Highways Code [Regional Surface Transportation Program (RSTP)/Regional Surface Transportation Block Grant Program (RSTBGP) 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 funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. FEDERAL APPORTIONMENT EXCHANGE PROGRAM

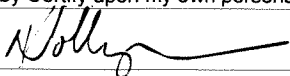
A. As authorized by Section 182.6 of the Streets and Highways Code, and the RTPA having agreed to exchange or elected not to exercise its authority as it relates to the COUNTY'S portion of the RSTP/RSTBGP under Section 182.6(g), COUNTY agrees to assign to STATE:

\$157,715.00 from the eligible portion of its estimated annual minimum RSTP/RSTBGP Apportionment for Fiscal Year 2020/2021.

The eligible portion of said minimum apportionment is the COUNTY's estimated annual minimum RSTP/RSTBGP apportionment established under Section 182.6(d)(2) of the Streets and Highways Code less any federal apportionments already obligated for projects chargeable to COUNTY's eligible portion of its estimated annual minimum RSTP/RSTBGP apportionment.

**For Caltrans Use Only**

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

	Accounting Officer	Date	3/12/2021	\$	236,573. <sup>00</sup>
---	--------------------	------	-----------	----	------------------------

B. 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 - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY \$78,858.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2020/2021.

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

## III. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice evidencing COUNTY's assignment of COUNTY's estimated apportionment under Section I.A to STATE, STATE agrees to pay to COUNTY an amount not to exceed \$236,573.00 that equals the sum of the estimated apportionment amounts identified in Sections I.A and the State Match funds identified in Section II.A.

B. 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.

C. 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.

### D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY 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 Part 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 Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget

Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or 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 COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

#### E. THIRD PARTY CONTRACTING

1) COUNTY 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.

2) Any subcontract or agreement entered into by COUNTY 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.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

#### F. ACCOUNTING SYSTEM

COUNTY, 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 COUNTY, 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.

#### G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY'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 COUNTY. 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 COUNTY shall furnish copies thereof if requested.

#### H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY 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 COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA  
Department Of Transportation

COUNTY OF MARIPOSA

By: \_\_\_\_\_  
Office of Project Implementation  
Division of Local Assistance

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

By:   
Title: Dir. Public Works & Trans  
Date: 4-6-21

APPROVED AS TO FORM:

  
STEVEN W. DAHLEM  
COUNTY COUNSEL

DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA  
Department Of Transportation

COUNTY OF MARIPOSA

By: Robert Kropp  
Office of Project Implementation  
Division of Local Assistance

Date: 4-12-2021

By: Michelle By  
Title: Dir. Public Works & Trans

Date: 4-6-21

APPROVED AS TO FORM:

Steven W. Dahlem  
STEVEN W. DAHLEM  
COUNTY COUNSEL