

DEPARTMENT OF TRANSPORTATION

DESIGN AND LOCAL PROGRAMS
P.O. BOX 942874, MS #1
SACRAMENTO, CA 94274-0001
TDD (916) 654-4014
(916) 654-3151
Fax: (916) 654-2409

March 25, 1999

File: 04-SM -0-CR
X99-5935(010)
1999 Exchange and State Match Program

Mr. Neil Cullen
Director of Public Works
County of SAN MATEO
10 Twin Dolphin Drive, Suite C-200
Redwood City, CA 94065-1065

Attn: Geoffrey Kline


Dear Mr. Cullen:

Attached are two original agreements for the 1999 Exchange and State Match Program.

Please sign both copies of this Agreement and return them to this office, the Office of Local Programs - MS1. You may also include your invoice for reimbursement with the signed Agreement. Upon receipt of the signed agreements, Caltrans will execute the agreement and return a fully executed copy to you.

Please attach your local agency's certified authorizing resolution that clearly identifies the project and the official authorized to execute the agreement.

Sincerely,



HUGH G. BRADY, Chief
Office of Local Programs
Project Implementation

fo-

Enclosure

cc: OLP AE Project Files
(04) DLAE- Rich Monroe

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

04 SAN MATEO
District County

Agreement No.: X99-5935(010)
EA No.: 04-923135

THIS AGREEMENT is made on _____, 1999, by the COUNTY of SAN MATEO, 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 Transportation Equity Act for the 21st Century (TEA-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, 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 EXCHANGE PROGRAM

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

\$178,268.00 from the eligible portion of its annual minimum RSTP Apportionment for Fiscal Year 1998/99.

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 less any federal apportionments already obligated for projects chargeable to its eligible portion annual minimum RSTP apportionment.

For Caltrans Use Only								
I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance								
Original Signed by M. Mongaraz Accounting Officer						Date	\$ 267,402.00	
Chapter	Statutes	Item	Fiscal Year	Program	BC	Category	Fund Source	\$
324	1998	2660-101-041	1998-99	20.30.010.806	C	224040	102-0429	178,268.00
✓	✓	✓	✓	20.30.010.830	✓	217000	✓	89,134.00

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 \$89,134.00 from the unobligated balance of its State Matching moneys for Fiscal Year 1998/99.

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 \$267,402.00 which amount is equal to the sum of the apportionment amounts identified in sections I.A. and the State Match funds identified in 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. COUNTY agrees to grant State of California auditors access to COUNTY's books and records for the purpose of verifying 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.

E. 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.C.. In the event of such requirement by CALTRANS, COUNTY shall provide written verification to CALTRANS that the requested corrective action has been taken.

F. 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 SAN MATEO

Chief, Office of Local Programs
Project Implementation

Chair, Board of Supervisors

Date: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

LOCAL ASSISTANCE PROGRAM
1120 N STREET
P.O BOX 942874, MS # 1
Sacramento, CA 94274-0001
TDD (916) 654-4014
(916) 654-3151
Fax (916) 654-2409



February 27, 2001

File : 04-SM-0-CR

X00-5935(011)

1999/2000 Exchange Program

Mr. Neil R. Cullen
Director of Public Works
San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063-1665

Attn: Mr. Joe LoCoco

Dear Mr. Cullen:

Attached are two original agreements for the 1999/2000 Exchange and State Match Program.

Please sign both copies of this Agreement and return them to this office, the Office of Local Programs - MS1. Upon receipt of the signed agreements, Caltrans will execute the agreement and return one fully executed copy to your Agency.

After you receive a copy of this executed agreement please forward your invoices directly to the Accounting Service Center, and not to this Office.

Sincerely,

A handwritten signature in cursive script, appearing to read "William J. Schup".

DENIX ANBIAH, Office Chief
Northern Project Implementation
Local Assistance Program

Enclosure

c: OLP AE Project Files
(04) DLAE - Richard Monroe

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

04 SAN MATEO
District County

Agreement No. X00-5935(011)
EA No. 04-923380

THIS AGREEMENT is made on _____, 2000, by the COUNTY of SAN MATEO, 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 Transportation Equity Act for the 21st Century (TEA-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, 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 EXCHANGE PROGRAM

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

\$178,268.00 from the eligible portion of its annual minimum RSTP
Apportionment for Fiscal Year 1999/00.

For Caltrans Use Only									
I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance									
Original Signed by M. Mongaraz						Accounting Officer		Date	\$
Chapter	Statutes	Item	Fiscal Year	Program	BC	Category	Fund Source	\$	
50	1999	2000-101-042	99/00	20.30.D12.840	C	224040	102-042-T	178,268.00	
50	1999	2000-101-042	99/00	20.30.D10.830	N	217000	102-042-T	81,341.00	
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 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 \$89,134.00 from the unobligated balance of its State Matching moneys for Fiscal Year 1999/00.

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 \$267,402.00 which amount is equal to the sum of the apportionment amounts identified in sections I.A. and the State Match funds identified in 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. 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.

E. 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.C. In the event of such requirement by CALTRANS, COUNTY shall provide written verification to CALTRANS that the requested corrective action has been taken.

F. 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 SAN MATEO

Chief, Office of Local Programs
Project Implementation

Chair, Board of Supervisors

Date: _____

Date: _____

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

04 SAN MATEO
District County

Agreement No. X01-5935(024)
EA No. 04-923645

THIS AGREEMENT is made on _____, 2001, by the COUNTY of SAN MATEO, 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 Transportation Equity Act for the 21st Century (TEA-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, and

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Apportionment for Fiscal Year 2000/01.

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	\$	

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II. STATE MATCH PROGRAM

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STATE OF CALIFORNIA
Department of Transportation

COUNTY OF SAN MATEO

Chief, Office of Local Programs
Project Implementation

Chair, Board of Supervisors

Date: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TDD (916) 654-4014
(916) 654-3151
Fax (916) 653-7621

May 2, 2002

File : 04-SM-0-CR

X02-5935(025)

2001/2002 Exchange and State
Match Program

Mr. Neil R. Cullen
Director of Public Works
San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063-1665

Dear Mr. Cullen:

Subject: 2001/2002 Optional RSTP Federal Exchange and State Match Request

This serves to notify you that you have the opportunity to participate in the 2001/2002 Optional Federal Apportionment Exchange and State Match Program for Regional Surface Transportation Program (RSTP) funds. In an effort to streamline the exchange of funds to you, in addition to offering direct exchange to eligible counties, we have prepared and are enclosing the Agreement required for participation in this program along with the notification. The agreement contains the amount you are eligible to exchange and/or match. The amount is based on your Federal Fiscal Year (FFY) 2002 apportionments and any adjustments made to prior year RSTP balances.

In order to participate in this year's program and receive your funds please:

- * Review the amount noted on the agreement. If you do not agree with the amount stated, please contact your District Local Assistance Engineer no later than May 20, 2002.
- * Sign both copies of this agreement and send them by May 28, 2002 to Caltrans, Local Assistance Program, P.O. Box 942874, MS#1, Sacramento, CA 94274-0001. If the Agreement is not received by this date, it may cause a delay in getting the funds to you.
- * Forward your invoice directly to the Accounting Service Center, after you receive a copy of the executed agreement.

We have notified the regional agencies that we will provide the counties their share of the exchange directly this year. We have asked the regional agencies to notify us immediately if they do not agree to this. If we receive your request and the regional agency disagrees with the direct payment, you will be notified by the District Local Assistance Engineer. If you need additional information about this program please see Chapter 18 of the Local Assistance Program Guidelines Manual. If you have any questions, please contact your District Local Assistance Engineer.

A handwritten signature in black ink, appearing to read 'Denix Anbiah'.

DENIX ANBIAH, Chief
Office of Project Implementation, North
Division of Local Assistance

Attachments

c: Regional Transportation Planning Agencies
OLP AE Project Files
(04) DLAE - Richard Monroe

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 less any federal apportionments already obligated for projects chargeable to its eligible portion annual minimum RSTP apportionment.

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II. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, CALTRANS agrees to pay to COUNTY \$89,134.00 from the unobligated balance of its State Matching moneys for Fiscal Year 2001/02.

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.

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F. 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 SAN MATEO

Office of Project Implementation, North
Division of Local Assistance

Chair, Board of Supervisors

Date:

Date: