Approve Policies & Procedures for Administration of Subrecipient Agreements

Issue: Whether to adopt policies and procedures for administration of subrecipient agreements.

Recommendation: The Government Relations & Public Affairs Committee recommends that the Board approve the Policies & Procedures for Administration of Subrecipient Agreements.

Committee Action/Discussion: In June, staff discussed with the board an audit report received from Caltrans. Staff is working on an internal compliance review of SACOG’s policies and procedures. One of the issues identified is that SACOG does not have policies and procedures for the administration of subrecipient agreements. Staff has worked with Diane Eidam, a retired annuitant assisting with this review, to prepare the attached manual.

Subrecipients are a legally defined group of governmental entities, typically, who receive state or federal funds from a pass-through entity (SACOG) to carry out a Federal and/or State program. Cities, counties, transit agencies, and El Dorado County Transportation Commission and Placer County Transportation Planning Agency are examples of subrecipients.

Under new federal regulations enacted last year, pass-through entities are required to perform ongoing monitoring of subrecipients. The attached manual will help SACOG address these requirements. Two key requirements that a pass-through agency must perform are assessing the financial risk of a subrecipient and review annual financial and programmatic reports.

The attached Policies and Procedures comply with state and federal requirements. Caltrans received a copy of this draft in early July to ensure that it satisfies their requirements. Staff has not received final comments back from Caltrans in advance of the Board packet mailout.

Since June, staff has received training on subrecipient management. Project managers of subrecipients will receive additional training.

A complete copy of the proposed Policies and Procedures is provided in Attachment A.

Approved by:

Mike McKeever
Chief Executive Officer

MM:EJ:ts
Attachment

Key staff: Kirk E. Trost, Chief Operating Officer/General Counsel, (916) 340-6210
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SACOG

Policies & Procedures Manual for the Administration of Subrecipient Agreements

April 2016

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CHAPTER 1: MONITORING PASS-THROUGH FUNDS

INTRODUCTION

SACOG is a Metropolitan Planning Organization (MPO) mandated by the Federal and State governments to develop regional plans for transportation, growth management, air quality and other issues of regional significance. SACOG functions as the MPO for six California counties: El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba.

SACOG receives Federal funds through the California Department of Transportation (Caltrans). Federal sources of funds primarily include the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) Consolidated Planning Grant funds (CPG). These funds are administered through the Master Fund Transfer Agreement (MFTA) between Caltrans and SACOG. (See Appendix A - MFTA.) CPG funds are a primary source of funding for SACOG's annual Overall Work Program (OWP) that is approved by FTA/FHWA.

The following fund sources are governed by the terms and conditions of the MFTA, as included in each annual Overall Work Program Agreement (OWPA) between SACOG and Caltrans:

- FHWA-- Metropolitan Planning
- FHWA-- Partnership Planning
- FTA Metropolitan Planning-- Section 5303
- FTA State Planning and Research--Section 5304
- Any other Federal or State Funds administered by and through Caltrans, Office of Regional and Interagency Planning

SACOG and its Subrecipients have access to the Regional Planning Handbook developed by the Caltrans Headquarters Office of Regional and Interagency Planning (ORIP) as a resource to describe the interactions between Caltrans District 3 staff, ORIP staff, Metropolitan Planning Organizations (MPOs), Regional Transportation Planning Agencies (RTPAs) on the Overall Work Program (OWP) and the Regional Transportation Plan (RTP).

1. PURPOSE

The purpose of this policy is to ensure that Subrecipients agree to comply with Code of Federal Regulations, Title 2, Chapter 2, Part 200. It is the intent of this policy to document SACOG’s procedures to ensure that grants awarded are consistent with Federal, State and SACOG priorities and that payments made to Subrecipients are for costs associated with activities and/or products identified in the Continuing Cooperative Agreement and that such costs are allowable and eligible for reimbursement. This manual also provides procedures that SACOG will follow to exercise oversight of the Subrecipients and the procedures that the Subrecipients will
follow to insure compliance with Federal and State laws and regulations.

Section I describes the Federal and State regulations and procedures SACOG will implement to insure compliance by Subrecipients receiving these grant funds.

Section II describes the responsibilities of the Subrecipients of SACOG grant awards.

2. APPLICABILITY

The procedures in this policy apply to SACOG and its Subrecipients seeking to receive grant funds from SACOG. All Subrecipients of Federal and/or State grant funds through SACOG are subject to the same Federal and State requirements as SACOG. (See Section I).

3. SUBRECIPIENTS

Subrecipients are non-Federal entities that expend Federal grant awards or State funds received from a pass-through entity to carry out a Federal and/or State program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. A Subrecipient may also be a recipient of State funds directly from a State agency. Whether the Subrecipient receives awards from a Federal agency or State agency or a pass-through entity, the Subrecipient is subject to the same Federal and State regulations as the pass-through entity.

SACOG is considered a "pass-through entity" in relation to its Subrecipients, and as such requires that its consultants and Subrecipients comply with the applicable terms and conditions (flow-down provisions) of the MFTA and fund requirements. A "pass-through entity" is defined as a non-Federal entity that provides a Federal award to a Subrecipient to carry out a Federal program. (CFR Title 2, Chapter 2, Part 200)

SACOG's Subrecipients include, but are not limited to, transportation commissions, transit agencies, cities, counties, councils of government and other public, private and/or non-profit agencies. Agreements with these Subrecipients take the form of Memorandum of Understanding (MOU), Funding Agreements, or similar agreements. SACOG's agreements with its Subrecipients are documented through Continuing Cooperative Agreements (CCA). (See Appendix B, CCA Template).

SECTION I: REGULATORY PROCEDURES FOR SUBRECIPIENTS

Subrecipients are subject to the same Federal and State requirements as SACOG. SACOG's MFTA with Caltrans requires SACOG and its contractors, subcontractors and Subrecipients to comply with Federal and State requirements set forth in the MFTA.

Applicable Federal regulations include, but are not limited to, the following:

The Code of Federal Regulations, Title 2, Chapter 2, Part 200;
(a)(1) This part establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities, as described in §200.101 Applicability. Federal awarding agencies shall not impose additional or inconsistent requirements, except as provided in §§200.102 Exceptions and 200.210 Information contained in a Federal award, or unless specifically required by Federal statute, regulation, or Executive Order.

(2) This part provides the basis for a systematic and periodic collection and uniform submission by Federal agencies of information on all Federal financial assistance programs to the Office of Management and Budget (OMB). It also establishes Federal policies related to the delivery of this information to the public, including through the use of electronic media. It prescribes the manner in which General Services Administration (GSA), OMB, and Federal agencies that administer Federal financial assistance programs are to carry out their statutory responsibilities under the Federal Program Information Act (31 U.S.C. 6101-6106).

(b) Administrative requirements. Subparts B through D of this part set forth the uniform administrative requirements for grant and cooperative agreements, including the requirements for Federal awarding agency management of Federal grant programs before the Federal award has been made, and the requirements Federal awarding agencies may impose on non-Federal entities in the Federal award.

(c) Cost Principles. Subpart E—Cost Principles of this part establishes principles for determining the allowable costs incurred by non-Federal entities under Federal awards. The principles are for the purpose of cost determination and are not intended to identify the circumstances or dictate the extent of Federal Government participation in the financing of a particular program or project. The principles are designed to provide that Federal awards bear their fair share of cost recognized under these principles except where restricted or prohibited by statute.

(d) Single Audit Requirements and Audit Follow-up. Subpart F—Audit Requirements of this part is issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). It sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of non-Federal entities expending Federal awards. These provisions also provide the policies and procedures for Federal awarding agencies and pass-through entities when using the results of these audits.

(e) For OMB guidance to Federal awarding agencies on Challenges and Prizes, please see M-10-11 Guidance on the Use of Challenges and Prizes to Promote Open Government, issued March 8, 2010, or its successor.

Federal Transit Administration, Circular C 4220.1E, Third Party Contracting Requirements

This circular sets forth the requirements a grantee shall adhere to in the solicitation,
award and administration of its third party contracts.

**Federal Transit Administration, Circular C 5010.1C, Grant Management Guidelines**

The purpose of this circular is to provide guidelines and management procedures for Metropolitan Planning grants, Capital Program grants and Urbanized Area Formula grants for assistance programs of the Federal Transit Administration (FTA), after award.

**Federal Transit Administration, Circular C 8100.1B, Program Guidance and Application Instructions for Metropolitan Planning Grants**

This circular provides application instructions and program guidance instructions for the preparation of Metropolitan Planning Program (MPP) grant applications for funds authorized by 49 U.S.C. 5303.

The Code of Federal Regulations, Title 2, Chapter 2, Part 200 may be accessed on the Internet at [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)


Subrecipients have an affirmative duty to review the above Federal regulations so that they can comply with the requirements.

Subrecipients shall also comply with the Federal Certifications and Assurances, including the Lobbying Certification, published annually in SACOG's OWP, as required by the MFTA. (Appendix A).

Subrecipients shall also comply with the Caltrans *Local Assistant Procedures Manual* Chapter 5, Accounting/Invoicing (LPP 04-10) when seeking reimbursement of indirect costs or including indirect costs in the in-kind match amount. In instances where SACOG authorizes a Subrecipient to retain a consultant(s) to perform work, the consultant selection process shall comply with competitive selection requirements under CFR Title 2, Part 200 and State law and procedures, including the Caltrans *Local Assistance Procedures Manual* and Local Program Procedure (LPP 00-05) at [www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm](http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm). Further, Subrecipients shall incorporate all applicable flow-down requirements (from the CCA or other funding agreement between SACOG and the Subrecipient), including the Federal and State requirements described above, into such consultant(s) contracts.

Subrecipients shall also comply with SACOG's Policies and Procedures Manual as may be modified from time to time.

**A. SACOG SUBRECIPIENT MONITORING AND MANAGEMENT**
In accordance with CFR Title 2, Chapter 2, Part 200.331, SACOG performs Subrecipient monitoring and management. SACOG utilizes various methods to monitor Subrecipients and insure compliance with Federal and State regulations. SACOG oversees all procurement of consultants for Subrecipients to ensure that procurements are conducted in accordance with CFR Title 2, Chapter 2, Part 200.

SACOG will evaluate each Subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate Subrecipient monitoring. At a minimum, SACOG Subrecipient monitoring and management will include:

- The completion of a Subrecipient risk assessment which evaluates:
  1. Subrecipient financial stability;
  2. Quality of Subrecipient management systems and ability to meet management standards per CFR Title 2, Chapter 2, Part 200;
  3. Subrecipient history of performance in managing prior awards, including timeliness of compliance with reporting requirements and conformance with terms and conditions;
  4. Reports and findings from audits of Subrecipients;
  5. Subrecipient’s ability to implement regulatory or other requirements; and
  6. Subrecipient debarments and/or suspensions.

- The development of Overall Work Plan and corresponding Continuing Cooperative Agreements in sufficient detail to provide a clear understanding of activities, tasks, deliverables, cost and schedule for work to be done by sub-recipients.

- The review of each Subrecipient invoice to ensure that the work performed and costs billed are in compliance with the Continuing Cooperative Agreement and applicable State and Federal Regulations. To facilitate this review, subrecipients are required to submit sufficient invoice detail. Review and approvals will be documented by the Project Manager’s and Executive Director’s signature. The Director of Administration and Finance will initial the invoice to document the availability of funds.

- Payments will be withheld from sub-recipients for the following reasons:
  1. Insufficient detail to support the costs billed;
  2. Unallowable costs;
  3. Ineligible costs; and/or
  4. Incomplete work or work not completed in accordance with required specifications.

- Invoices will be date stamped upon receipt if received in hard copy. A record of the date of receipt will be maintained for those invoices sent electronically.
• Periodic training of SACOG and sub-recipient staff will be provided to ensure currency and continued compliance with this policy.

B. SACOG PROJECT MANAGER SUBRECIPIENT OVERSIGHT RESPONSIBILITIES:

1. Encourage Subrecipients to submit monthly invoices;
2. Verify that invoices include progress reports;
3. Review progress reports to ensure project is progressing appropriately and on schedule;
4. Compare invoice to agreement budget to ensure eligibility of costs and that costs do not exceed budget;
5. Review invoice to ensure supporting documentation is included and invoiced costs are within the scope of work for the project(s) being invoiced;
6. Obtain report, certification and supporting documentation of local (non-federal)/in-kind match work from the Subrecipient;
7. Review Subrecipient match tasks for eligibility; and
8. Notify SACOG Director of Finance & Administration that invoice is approved or disapproved.

C. SACOG SUBRECIPIENT PROJECT FILES

Subrecipient project files will contain, at a minimum, the following:

1. Project proposal (cooperative agreement tasks);
2. Project scope;
3. Correspondence, including communications log;
4. Meeting agendas, minutes, and attachments;
5. Progress reports;
6. Interim and final products;
7. Project close out form;
8. Copies of other applicable project documents as required, such as copies of contracts or MOUs; and
9. Provide estimates to complete projects and the estimated completion date.

SECTION II: SUBRECIPIENTS RESPONSIBILITIES

A. PROJECT MANAGEMENT AND ADMINISTRATION

The Subrecipients shall designate a person as Subrecipient Project Manager who is primarily responsible for the execution of the grant. Subrecipients shall insure that their practices are in compliance with the guidelines discussed in Parts B through G. In addition, Subrecipients and Subrecipient Project Managers have the following responsibilities:
1. Provide SACOG with copies of Joint Powers Agreements or other founding legal documents and any changes to legal status;
2. Report to SACOG and provide copies of contracts when a new Executive Director is retained;
3. Keep SACOG informed on the project progress and request prior approval of any changes when necessary;
4. Inform SACOG of any issues that arise with the projects, at the earliest possible time, to insure that the projects are completed on schedule and within budget;
5. Submit accurate and complete invoices. These invoices shall show the costs incurred, in detail. If there are staff costs they shall show the name(s) of the staff, their hourly pay rates, fringe benefit rates and costs, and overhead rate, if applicable. The invoices shall also show the billing period, project (OWP) number and title, year to date budget and costs and the remaining budget for each project;
6. Provide a report, certification and supporting documentation of local (non-federal)/in-kind match (see Part B below for additional detail);
7. Obtain approval of indirect rates through submittal of Indirect Cost Rate Proposals prior to seeking reimbursement and provide SACOG with a copy of the approved rate from Caltrans or Federal Cognizant Agency;
8. Develop the scope of work for projects involving contractors;
9. Review the consultant's work products and providing progress reports,
10. Monitor the day-to-day activities of the consultant;
11. Recommend approval of payment of invoices from the consultant, promptly;
12. Track, monitor and report on all of their SACOG projects, whether staff or consultant projects;
13. Provide estimates to complete projects and the estimated completion date.

B. LOCAL (NON-FEDERAL) MATCH

CFR Title 2, Part 200.306 contains the Federal regulations for matching or cost sharing. A matching or cost sharing requirement may be satisfied by: 1. Allowable costs incurred by the grantee, subgrantee or a cost-type contractor under the assistance agreement, including allowable costs borne by non-Federal grants; 2. the value of third party in-kind contributions applicable to the period to which the matching requirements apply.

CPG funding requires a non-Federal match, currently 11.47 percent of the total funding of a project. The match is 11.47 percent of the total sum of Federal participation plus the required non-Federal participation amount. The match is calculated work element by work element, not on the total Federal funds in the OWP.

Match requirements are contained in the Caltrans Regional Planning Handbook. As mentioned above, one of the requirements for match funds is that they are not from Federal funds. Subrecipients shall be careful to insure that non-Federal funds are used for the match provided. The MFTA also notes the matching requirements in Article 1,
Section I-J. (See Appendix A, Page 3). SACOG also agrees, in the Overall Work Program Agreement (OWPA) with Caltrans, to comply with the Federal matching requirements for CPG funds. SACOG prescribes its requirements to Subrecipients for match funds in the CCA. This part gives the requirements for In-Kind Match Reports and Cash Matches (See Appendix B, Continuing Cooperative Agreement Template).

C. THIRD PARTY CONTRACTS

When work is contracted out, all Federal and State compliance responsibilities of SACOG apply to the consultant third party entities as they do to SACOG and shall be included in the consultant agreements. If portions of the work are further contracted out to subconsultants, the consultant shall include the Federal and State compliance responsibilities in the subconsultants' agreements.

D. INVOICING

The *Local Assistance Procedures Manual* and MFTA sets out the requirements for SACOG to obtain reimbursement for expenditures on Federal and State funded projects. SACOG is required to submit invoices to Caltrans for completed work. Invoices may be submitted monthly to Caltrans. Section 5 of the *Local Assistance Procedures Manual* describes the invoice process and requirements, which apply to Subrecipients as well as SACOG.

Invoices may vary in format but shall include the following information:
1. Invoice date;
2. Invoice number;
3. Progress reports;
4. Local (non-federal) match certification and supporting documentation;
5. Supporting documentation to support invoice reimbursement request, including but not limited to, cancelled checks, reports from accounting system, i.e., general ledger, transaction reports, etc.;
6. Spreadsheets;
7. Documentation of accounting and internal control system, so that SACOG has a general knowledge regarding how costs are allocated and segregated;
8. Third party invoices; and
9. Any additional information that will support and substantiate allowable and eligible costs.

E. PROGRESS REPORTS

The Progress Reports prepared by the Subrecipient, and submitted for SACOG's review, shall include, but are not limited to, the following:

1. Information such as SACOG Manager/Project Manager;
2. Subrecipient Project Manager responsible for the project;
3. A brief contract description (if applicable);
4. The name of the consultant (if applicable);
5. Work planned for the quarter;
6. Work accomplished in the quarter;
7. Work planned for the next quarter;
8. Issues encountered;
9. Issue resolution;
10. Any proposed amendments;
11. Final products;
12. Percentage of work complete;
13. OWP completion date and current estimated completion date, with an explanation of any variance; and
14. Expenditures for the quarter and year to date and the funding split listed in the OWP.

All progress reports are due to Caltrans on the last business day of the month following the close of the quarter. SACOG will conduct a final review upon completion of the report to insure accuracy before submittal to Caltrans. The SACOG Project Manager shall brief the Caltrans Program Manager on the project so they can respond to any questions.

F. COMPLIANCE WITH FEDERAL REGULATIONS

Subrecipients are also required to be cognizant of, and insure that their practices conform to, the administrative requirements referenced above in Section I when accepting Federal funds. The administrative requirements include: CFR 2, Title 2, Chapter 2, Part 200; Federal Transit Administration Circulars and the Federal Certifications and Assurances as cited in the MFTA. (Appendix A).

1. The Code of Federal Regulations, Title 2, Chapter 2, Part 200

(a)(1) This part establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities, as described in §200.101 Applicability. Federal awarding agencies shall not impose additional or inconsistent requirements, except as provided in §§200.102 Exceptions and 200.210 Information contained in a Federal award, or unless specifically required by Federal statute, regulation, or Executive Order.

(2) This part provides the basis for a systematic and periodic collection and uniform submission by Federal agencies of information on all Federal financial assistance programs to the Office of Management and Budget (OMB). It also establishes Federal policies related to the delivery of this information to the public, including through the use of electronic media. It prescribes the manner in which General Services Administration (GSA), OMB, and Federal agencies that administer Federal financial assistance programs are to carry out their statutory responsibilities under the Federal Program Information Act (31 U.S.C. 6101-6106).

(b) Administrative requirements. Subparts B through D of this part set forth the uniform administrative requirements for grant and cooperative agreements,
including the requirements for Federal awarding agency management of Federal grant programs before the Federal award has been made, and the requirements Federal awarding agencies may impose on non-Federal entities in the Federal award.

(c) Cost Principles. Subpart E—Cost Principles of this part establishes principles for determining the allowable costs incurred by non-Federal entities under Federal awards. The principles are for the purpose of cost determination and are not intended to identify the circumstances or dictate the extent of Federal Government participation in the financing of a particular program or project. The principles are designed to provide that Federal awards bear their fair share of cost recognized under these principles except where restricted or prohibited by statute.

(d) Single Audit Requirements and Audit Follow-up. Subpart F—Audit Requirements of this part is issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). It sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of non-Federal entities expending Federal awards. These provisions also provide the policies and procedures for Federal awarding agencies and pass-through entities when using the results of these audits.

(e) For OMB guidance to Federal awarding agencies on Challenges and Prizes, please see M-10-11 Guidance on the Use of Challenges and Prizes to Promote Open Government, issued March 8, 2010, or its successor.

In addition, Subrecipients shall be in compliance with Federal Transit Administration (FTA) regulations, namely:

1. **FTA Circular C 4220.1E, Third Party Contracting Requirements**
   This Circular sets forth the requirements a grantee shall adhere to in the solicitation, award and administration of its third party contracts;

2. **FTA Circular C 5010.1C, Grant Management Guidelines**
   This Circular provides guidelines and management procedures for Metropolitan Planning grants, Capital Program grants and Urbanized Area Formula grants for assistance programs of the FTA after award;

3. **FTA Circular C 8100.1B, Program Guidance and Application Instructions for Metropolitan Planning Grants**
   This Circular provides application instructions and program guidance instructions for the preparation of Metropolitan Planning Program grant applications for funds authorized by 49 U.S.C. 5303.

**G. CONFLICT OF INTEREST RULES**

CFR Title 2, Part 200.318(c)(1) states that no employee, officer or agent of the
grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- The employee, officer or agent,
- Any member of his immediate family,
- His or her partner, or
- An organization which employs, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. The CCA also requires Subrecipient to comply with the applicable provisions of SACOG's Conflict of Interest Policy, which incorporates Federal and State conflict of interest requirements. (Appendix B). Subrecipients shall comply with the provisions of the State conflict of interest laws, including California Government Code Sections 1090-1099. If SACOG determines that a Subrecipient comes within the definition of "consultant" under the Political Reform Act (Government Code Section 87100 et seq.), such Subrecipient shall complete and file, and shall require any other person doing work under the Subrecipient's Agreement to complete and file, a "Statement of Economic Interest" with SACOG disclosing Subrecipient's and/or such other persons' financial interests.

APPENDIX A: MASTER FUND TRANSFER AGREEMENT

APPENDIX B: CONTINUING COOPERATIVE AGREEMENT TEMPLATE

APPENDIX C: SACOG GRANT APPLICATION

APPENDIX D: RISK ASSESSMENT FORM
CHARGING COSTS TO FEDERAL AWARDS

BACKGROUND

In the performance of its mission, SACOG utilizes a number of funding sources including grants provided by the Federal Government. In order to utilize these funds for the reimbursement of costs, SACOG and its Subrecipients are required to follow CFR Title 2, Part 200, Subpart E - Cost Principles when accounting for expenditures.

POLICY

SACOG charges costs that are reasonable, allowable, and allocable to an award directly or indirectly. All unallowable costs shall be appropriately segregated from allowable costs in the general ledger in order to assure that unallowable costs are not charged to any awards. SACOG Subrecipients are required to follow these same practices.

PROCEDURES

Segregating Unallowable from Allowable Costs

The following steps shall be taken to identify and segregate costs that are allowable and unallowable with respect to each award:

1. The budget and grant or contract for each award shall be reviewed for costs specifically allowable or unallowable. In particular, accounting personnel should be knowledgeable of specific unallowable costs, such as alcoholic beverages, bad debts, contributions, fines, lobbying, etc. and those requiring advance approval from Federal agencies, such as equipment purchases.

2. No costs shall be charged directly to any award until the cost has been determined to be allowable under the terms of the award and/or CFR Title 2, Part 200, Subpart E - Cost Principles.

3. For each award, an appropriate set of general ledger accounts (or account segments) shall be established in the chart of accounts to reflect the categories of allowable costs identified in the award or the award budget.

4. All items of miscellaneous income or credits, including the subsequent write-offs of un-cashed checks, rebates, refunds, and similar items, shall be reflected for grant accounting purposes as reductions in allowable expenditures if the credit relates to charges that were originally charged to an award or to activity associated with an award. The reduction in expenditures shall be reflected in the
year in which the credit is received (i.e., if the purchase that results in the credit took place in a prior period, the prior period shall not be amended for the credit).

**Criteria for Allowability**

All costs shall meet the following criteria from CFR Title 2, Part 200, Subpart E - Cost Principles, in order to be treated as allowable direct or indirect costs under an award:

1. The cost shall be “reasonable” for the performance of the award, considering the following factors:
   a. Whether the cost is of a type that is generally considered as being necessary for the operation of the agency or the performance of the award;
   b. Restraints imposed by such factors as generally accepted sound business practices, arm’s length bargaining, federal and state laws and regulations, and the terms and conditions of the award;
   c. Whether the individuals concerned acted with prudence in the circumstances;
   d. Consistency with established policies and procedures of the agency, deviations from which could unjustifiably increase the costs of the award.

2. The cost shall be “allocable” to an award by meeting one of the following criteria:
   a. The cost is incurred specifically for an award;
   b. The cost benefits both the award and other work, and can be distributed in reasonable proportion to the benefits received; or
   c. The cost is necessary to the overall operation of the agency, except where a direct relationship to any particular program or group of programs cannot be demonstrated.

3. The cost shall conform to any limitations or exclusions of CFR Title 2, Part 200, Subpart E - Cost Principles or the award itself.

4. Costs shall be consistently treated over time.

5. The cost shall be determined in accordance with generally accepted accounting principles.

6. Costs may not be included as a cost of any other financed program in the current or prior periods.

7. The cost shall be adequately documented.

**Direct Costs**

Direct costs are costs that are incurred/performed primarily as a service to clients or the
general public, when significant and necessary to the organization’s mission. These costs are generally incurred for a specific objective and can be easily identified with a particular project (fund/contract) or activity. Direct costs should be identified and charged exclusively to each award or program receiving the benefit.

Each invoice shall be coded with the appropriate account reflecting which program received direct benefit from the expenditure. Invoices should be approved by the appropriate project manager and reviewed by accounting/administrative personnel and the Executive Director.

Time sheets or personnel activity reports are also submitted on a regular basis, reflecting employees' work and which programs directly benefited from their effort. Time sheets or personnel activity reports shall serve as the basis for charging salaries directly to Federal awards and non-Federal functions.

Equipment purchased for exclusive use on an award and reimbursed by an agency shall be accounted for as a direct cost of that award (i.e., such equipment shall not be capitalized and depreciated).

### Indirect Costs

Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular grant or program but are necessary to the operation of the organization. Indirect costs may be allocated to benefiting grants through the use of an indirect cost rate.

### Indirect Cost Rate

SACOG develops an annual indirect cost allocation plan/indirect cost rate proposal in accordance with CFR 2, Title 2, Chapter 2, Part 200 and procedures promulgated by Caltrans Division of Audits & Investigations. SACOG submits the indirect cost allocation plan/indirect cost rate proposal to Caltrans Division of Audits & Investigations for review and approval. In order to invoice for indirect costs, Subrecipients shall also have an indirect cost allocation plan/indirect cost rate approved by Caltrans Audits & Investigations or the appropriate Federal Cognizant Agency.

Examples of the types of expenditures normally included in the indirect cost pool are:

1. General administration
2. Salaries and benefits of the executive officers, fiscal, human resources and administrative personnel
3. Depreciation of equipment and buildings
4. Office rent and maintenance
5. General office repairs and maintenance

The following costs are unallowable as part of the indirect cost rate:
- Interest
- Equipment of $5,000 and greater except with prior approval
- Building improvements
- Building renovations

Compensation for the use of buildings and other equipment may be made through use allowances or depreciation.

**Accounting for Specific Elements of Cost**

Specific elements of costs are typically charged to Federal awards as direct or indirect costs as follows:

**Salaries and Wages** – Salaries and wages shall be charged directly and indirectly based on the functions performed by each employee, as documented on each employee’s timesheet. Project time should be charged direct and administrative time should be charged indirect.

Compensated absences (vacation leave earned, sick leave used, and holiday pay) are considered part of salary costs. The costs associated with compensated absences will be recorded as an indirect cost.

**Employee Benefits** – Eligible benefits typically include the following:

- FICA
- Unemployment insurance
- Worker’s compensation
- Health insurance
- Contributions to pension plan
- Accrued vacation fringe

Benefit costs should be charged directly and indirectly in the same proportion as each individual’s salaries and wages.

**Occupancy Expenses** – Monthly rent expense and related pass-through expenses shall be allocated indirectly.

**Utilities** – Utilities costs include electricity and water. Such utilities costs shall be charged indirectly.

**Supplies and Materials** – To the maximum extent possible, office supplies and materials are charged directly to the grant or program/function that uses the supplies or materials. All supplies and materials used by administrative staff shall be charged indirectly.

**Postage and Shipping** – To the maximum extent possible, postage and shipping costs
shall be charged directly to the grant or program/function that benefits from the postage or shipping costs.

**Photocopying and Printing** – Photocopying costs include all paper and copy supplies, copier maintenance charges and the actual lease cost or depreciation expense of the copier. Photocopying costs shall be charged directly and indirectly based on the activity.

All printing costs are charged directly to the benefiting grant or program/function when possible.

**Communications** – Communication costs include the costs of local telephone service and long-distance telephone charges, including charges associated with telephone calls, facsimile transmissions, and Internet connections. These costs are charged indirectly.

**Outside Services** – Outside services include the costs for audits, legal fees, etc. Outside service costs shall be charged as follows:

*Audit fees* – Cost of the financial statement audit and preparation of applicable reports shall be charged as an indirect cost.

*Legal fees* – Legal fees shall be charged directly to the program/work element that benefits from the services. Legal fees that are not identifiable with specific direct grants or work elements shall be charged indirectly.

*Consultants* – Costs associated with consultants shall be charged directly to the program/work element that benefits from the services. Fees that are not identifiable with specific direct grants or work elements shall be charged indirectly.

**Insurance** – To the extent that insurance premiums are associated with insurance coverage for specific grants or programs, those premium costs shall be charged directly. All insurance costs that are not identifiable with specific direct grants or work elements (such as SACOG’s general liability coverage) shall be charged indirectly.

**Credits** – The applicable portion of any credits resulting from cash discounts, volume discounts, refunds, write-off of stale outstanding checks, trade-ins, scrap sales or similar credits shall be credited directly or indirectly in the same manner as the purchase that resulted in the credit.
ACCOUNTING FOR LOCAL MATCH

BACKGROUND

In the performance of its mission, SACOG utilizes a number of funding sources including grants provided both by the State of California and by the Federal Government. Many of these fund sources require SACOG to provide a “match” in funding from local sources either as a cash match or from In-Kind services.

POLICY

SACOG is required to establish local match documentation procedures. This policy applies to all:

1. Programs that establish matching by SACOG or by partner entities (Sub-Recipients) receiving funds by contract with SACOG.

2. New contracts and amendments initiated after the effective date above.

PROCEDURES

Local Match Authorization and Approval Process

A. SACOG is required to submit an annual plan and budget that includes a description and the source of the match (i.e., third party in-kind contributions, board member volunteer hours, local cash) for its own as well as its sub-recipient grants that require local match.

1. Program managers shall:
   a. Create a plan and budget including input from local entities that includes a description of and the source of funds for local match.
   b. Review and, as appropriate, approve the local entity’s annual plan and budget.

   Note: Program managers are responsible for knowing the specific federal matching regulations related to the federal funding source.

   c. Determine how the local match will be accounted for by SACOG. For example, a local entity may make a cash payment for their share of a federal program or the local entity may certify they expended funds towards the non-federal share of allowable expenditures.
d. Verify that SACOG’s financial reporting system tracks matching funds at a level to support the use of funds that meets the level of documentation required by federal or state statutes.

e. Verify the local match was not used to meet match requirements of more than one federal award.

f. Verify that federal funds are not used as local match unless specifically authorized by law and SACOG receives written approval from the federal agency supplying the match.

g. Evaluate and approve only those contracts or inter-local agreements that satisfy all local matching requirements.

2. SACOG programs shall require Sub-Recipients to complete and submit a local match certification form prior to submitting RFR’s for reimbursement.

Third Party In-Kind Contributions

A. All in-kind contributions and valuation methods shall be documented.

For example, if an individual’s service or time is treated as an in-kind contribution for the match, this shall be documented as support for the in-kind contribution. For an individual’s time provided by an organization, the calculation of the wages and benefits shall be based on the same method that is used by the donating organization in paying the individual. If Fair Market Value (FMV) is used for equipment or facilities, the valuation method shall be documented.

The following are examples of third party in-kind contributions and the valuation method:

1. Volunteer services provided by individuals. These are based on fair market value of the service provided. The value is not based on the potential or actual earning ability of the volunteer who performed the service.

   For example, if an attorney assists with landscaping, the value of the attorney’s in-kind time cannot be based on the attorney’s hourly billing rate.

2. Services provided by employees of another organization. These are the actual cost incurred by the employing organization for salary and benefits. The value cannot include organizational overhead.

3. Donated supplies. These are based on FMV for the same products. The valuation shall take into consideration the volume of items and the condition of the items.

4. Donated equipment. If the title to the asset does transfer, then FMV needs to be determined. However, authorization shall be obtained from the
awarding agency if the entire FMV can be used as an in-kind contribution or if only the standard Use Allowance may be used.

If the title of the asset does not transfer, then the FMV of renting/leasing such asset may be used as an in-kind contribution.

5. Donated facilities. These shall be treated similar to that of donated equipment. Facility structures may be considered in-kind contributions if the structure is available to others to rent/lease and is not used as part of the organization’s daily operations.

a. For example, a non-profit organization owns a conference facility that is rented to the public.

b. If the non-profit donates the conference facility for program events, the FMV rental cost can be considered an in-kind contribution. However, if the non-profit has a meeting room within that facility that they use to discuss program events, the meeting room cannot be considered an in-kind contribution.

Accounting Procedures

A. Accounting for Local Match by Cash Receipt

1. After the local entity sends in the non-federal matching funds to SACOG in support of its local match requirement, SACOG records the receipt using a local revenue source.

B. Accounting for Local Match by Certification (On SACOG Records)

1. The Program Manager verifies that the local entity has the required match to support their Request for Reimbursement (RFR).

2. SACOG is the cognizant agency for the federal grant and reports the total expenditures on its federal claim (RFR).
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION PLANNING

MASTER FUND TRANSFER AGREEMENT

Recipient: Sacramento Area Council of Governments

a Metropolitan Planning Organization (MPO)

Effective Date of this Agreement: January 1, 2015

Termination Date of this Agreement: December 31, 2024

FUND SOURCES COVERED BY THIS AGREEMENT MAY INCLUDE ALL OR SOME OF THE FOLLOWING FUND SOURCES AS IDENTIFIED IN EACH ANNUAL OVERALL WORK PROGRAM AGREEMENT

♦ Federal Highway Administration (FHWA)--Metropolitan Planning (PL)
♦ FHWA State Planning and Research--Partnership Planning
♦ Federal Transit Administration (FTA)--Metropolitan Planning Section 5303
♦ FTA State Planning and Research--Section 5304
♦ Any other Federal or State Funds administered by and through the California Department of Transportation, Office of Regional Planning

This Master Fund Transfer Agreement (MFTA), effective as of the date set forth above, is by and between the signatory public entity identified above, hereinafter referred to as MPO [as authorized in section 134 of Title 23 of the United States Code (23 USC Section 134), section 450.104 of the Code of Federal Regulations (23 CFR section 450.104), and Title 49 Code of Federal Regulations (49 CFR Part 18)], and the State of California, acting by and through its Department of Transportation, hereinafter referred to as STATE. This MFTA supersedes all previous Master Fund Transfer Agreements issued to MPO by STATE for all these types of funds.

RECITALS

A. These funds may include, without limitation, federal Consolidated Planning Grant, and any other Federal or State funds administered by and through the Department of Transportation, Office of Regional Planning.

Consolidated Planning Grant consists of four federal funding types and sources: (i) FHWA Metropolitan Planning (PL); (ii) FTA Metropolitan Planning (Section 5303), both of which are annually allocated to MPOs; (iii) FHWA State Planning and Research-Partnership Planning; and (iv)
FTA State Planning and Research (Section 5304), the last two of which are discretionary grants awarded through a grant application solicitation process.

B. Pursuant to Public Utilities Code sections 99311 and 99311.1, STATE is required to pass through federal and state funds made available for transportation planning to entities qualified to act as recipients of these funds in accordance with the intent of law and policy.

C. STATE is also required to encumber Federal and State funds made available for planning purposes to entities qualified to act as recipients of these federal and state funds in accordance with the intent of law and policy.

D. STATE agrees to notify MPO annually in writing of the anticipated level of State and Federal Planning funding that may be available to MPO for each subsequent year’s approved Overall Work Program, hereinafter referred to as the OWP.

E. STATE has prepared this MFTA, which hereby, together with the annual OWP and annual Overall Work Program Agreement, hereinafter referred to as the annual OWPA, found in APPENDIX A, set forth the entire terms and conditions under which these funds are to be expended by MPO for the fiscal year period of that OWP and annual OWPA.

**ARTICLE 1 - PROGRAM ADMINISTRATION**

Section 1. Overall Work Program and Overall Work Program Agreement

A. MPO agrees to develop and submit an annual draft OWP, in compliance with 23 CFR 420, 23 CFR 450, and FTA Circular 8100.1C, for approval by STATE, FTA and FHWA, as applicable. This submittal, due no later than each March 1, shall describe MPO’s next Fiscal Year transportation planning program (Fiscal Year refers to the State Fiscal Year of July 1 to June 30).

B. Each annual OWPA will expressly adopt and incorporate the terms and conditions of this MFTA by reference.

C. MPO shall be responsible for the complete performance of the work contained in each OWP. All work shall be accomplished in accordance with applicable provisions of State and Federal law.

D. MPO will include a signed FHWA Annual “Metropolitan Transportation Planning Process Certification” form, a signed annual FTA “Certifications and Assurances for FTA Assistance” form (refer to Article IV, Section 1), and a signed California Department of Transportation Debarment and Suspension form in each annual OWP (APPENDIX E).

E. The annual OWPA is the approved OWP encumbrance document. Disbursement of funds by STATE will occur only after the execution of this MFTA; approval of the annual OWP by STATE, the FTA and FHWA; and execution of the annual OWPA. Funds will not be encumbered or reimbursed by STATE to MPO until the annual OWPA has been executed and the State Budget for that fiscal year has been passed.
F. No funds of any nature are allocated or encumbered in this MFTA unless included in an adopted and approved OWP by means of an approved and fully executed annual OWPA. Costs incurred prior to OWP approval are not eligible for reimbursement.

G. MPO agrees to satisfactorily complete all work element tasks, projects, and products as described in each approved annual OWP financed with State or Federal funds and encumbered by STATE via the annual OWPA.

H. MPO will identify in the OWP all work that is to be completed through a third-party contract and funded, in whole or in part, under the terms and conditions of this Agreement.

I. STATE agrees to pass through available funds and to reimburse allowable costs incurred in executing the tasks, projects, and products incorporated in the annually approved OWP funded from State and Federal sources and encumbered by STATE.

J. Only work performed during the term of, and consistent with, the work elements in the OWP may be reimbursed. Reimbursements are based upon the fiscal year, July 1 to June 30. All work performed subsequent to the end of each fiscal year (June 30) is subject to the approved OWP and annual OWPA for that corresponding fiscal year and reimbursed from the corresponding fiscal year budgeted funds.

K. MPO may incur costs against its approved annual OWP and may submit requests for reimbursement with the understanding that STATE is unable to approve any payments for reimbursement until such time as the funds are included in that Fiscal Year’s Annual State Budget which is passed by the Legislature and is signed by the Governor.

L. MPO shall use non-federal funds to finance the local share of eligible costs to ensure compliance with all applicable matching requirements for federal funds described in this MFTA and actually encumbered against the annual OWPA. Credit for local match will be allowed only for work performed during the approved term of each annual OWPA. Third-party “in-kind” contributions are allowed as local match according to the provisions of 23 CFR 420.119 and 49 CFR 18.24.

M. MPO further agrees to ensure that amendments to a previously approved OWP and annual OWPA are adopted by the MPO Board and approved by STATE, FTA, and FHWA, as applicable, prior to initiating any work identified in those amendments. Changes requiring amendments generally include adding, deleting, or revising a work element; adding funds to, deleting funds from a work element; or revising a scope of work. If a work element or project will not be completed as approved, MPO will report this in its Quarterly Progress Report and amend the OWP/annual OWPA accordingly. OWP and annual OWPA amendments must be submitted to STATE and be fully executed no later than May 1 each year. Through administrative amendment, MPO will notify STATE of administrative OWP changes which do not affect overall funding, scope of work, or project schedule, although such changes shall not require STATE approval.
N. MPO acknowledges and agrees that MPO is the sole control and manager of the work proposed in the OWP and is solely responsible for complying with the funding and use restrictions established by State and Federal law and this MFTA.

O. MPO shall be free to copyright the material developed under work items identified in the OWP provided that STATE and FHWA/FTA, as applicable, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, that work for government purposes.

Section 2. Quarterly Progress Reports

A. MPO agrees to submit to STATE, no later than thirty (30) calendar days after the close of each quarter, Quarterly Progress Reports that include all work elements for transportation planning tasks, projects, and products funded wholly or in part by any of the fund sources listed in the “Recitals” section of this MFTA. Quarterly Progress Reports submitted to STATE will identify all projects by work element number and title and shall contain, at a minimum, a budget table and/or short narrative describing the following:
   1. Comparison of actual performance with work element-level goals and deliverables;
   2. Progress in adhering to schedules;
   3. Status of expenditures in a format compatible with the work Program, including a comparison of budgeted (approved) amounts and actual costs incurred;
   4. Other pertinent supporting information, such as major products, challenges, etc.

B. STATE reserves the right to deem incomplete any Quarterly Progress Report that does not sufficiently document the above-required information and may withhold payment of Requests for Reimbursement submitted pending the submission of required documentation.

ARTICLE II - ALLOWABLE COSTS AND REIMBURSEMENT

Section 1. Requests for Reimbursement

A. Requests for Reimbursement must conform to either subpart 1 or subpart 2 hereinbelow for the entire State fiscal year:

1. MPO shall prepare and electronically submit to STATE, not more frequently than once a month, but at least quarterly, one signed Request for Reimbursement of actual allowable costs incurred and paid (expended) by MPO consistent with work elements described in the OWP (conforming to the format provided in APPENDIX B) and including the information required in part B of this section. The amount billed per each work element is not to exceed the total amount authorized for that work element in the OWP. Each Request for Reimbursement must demonstrate the expenditure of at least the minimum required rate of local match, if applicable. Reimbursements under this MFTA will be allowed if based upon actual costs expended and supported by MPO’s accounting system. MPO must not only have incurred the allowable project cost on or after the effective date of the annual OWPA and on or before its termination date, but must also have paid those expenses.
2. MPO shall prepare and electronically submit to STATE, not more frequently than once a month, but at least quarterly, one signed Request for Reimbursement of actual allowable costs incurred by MPO consistent with work elements described in the OWP (conforming to the format provided in APPENDIX B) and including the information required in part B of this section. The amount billed per each work element is not to exceed the total amount authorized for that work element in the OWP. Each Request for Reimbursement must demonstrate the expenditure of at least the minimum required rate of local funds, if applicable. Reimbursements under this MFTA will be allowed if based upon actual costs incurred and supported by MPO’s accounting system. Allowable incurred costs that are eligible for reimbursement by STATE are only those that are treated by MPO’s accounting system in accordance with Generally Accepted Accounting Principles as accrued due to such costs having been billed to MPO and recognized by MPO as valid, undisputed, due and payable.

By submitting accrued but unpaid costs for reimbursement, MPO agrees that within ten (10) working days of receipt of STATE’s reimbursement, the full amount of all cost items submitted as reimbursable accrued costs shall be paid to each billing entity. Any reimbursed accrued cost not paid within this ten (10) working day grace period shall accrue interest payable to STATE at the then present interest rate established by the State Treasurer’s Pooled Money Investment Account. Interest accrued must be timely remitted to STATE. Reimbursed accrued costs not paid to the billing entities by MPO within forty-five (45) days of MPO’s receipt of STATE’s reimbursement will thereafter be deemed unallowable. All unallowable costs must be immediately remitted to STATE.

If MPO is found, through audit or other means, not to have paid a billing entity its invoiced sums then owed within the ten (10) working day grace period, MPO must immediately revert to the reimbursement process described in subpart I above.

B. In order to receive reimbursements, MPO agrees to furnish with each billing, at a minimum, the information provided for in APPENDIX B2, and information from its accounting system which denotes that reimbursable costs, as well as those used for local match, were either expended or incurred, as applicable.

C. STATE agrees to make reimbursements to MPO, in conformance with Federal regulations, as promptly as STATE fiscal procedures will permit upon the receipt of a signed and electronically submitted Request for Reimbursement (conforming to the format provided in APPENDIX B) that includes all required information, as applicable, (provided in example APPENDIX B2) of actual allowable costs incurred for the period of time covered by that Request for Reimbursement. Incomplete or inaccurate requests for reimbursement shall be returned to MPO unapproved for correction as soon as errors are discovered.

D. No State and/or Federal funds administered under this MFTA will be dispersed on the advance basis defined in 49 CFR Part 18.21.
Section 2. Travel and Per Diem Reimbursement

A. Payments to MPO for travel and subsistence (per diem) expenses of MPO staff and its contractors and subcontractors claimed for reimbursement using funds administered through this Agreement or as local match credit shall not exceed rates authorized to be paid non-state employees under current State Department of Human Resources (CalHR) rules unless written verification is supplied that government hotel rates are not commercially available to MPO, or its contractors, its subcontractors, and/or its subrecipients, at the time and location required as specified in the California Department of Transportation’s Travel Guide Exception Process.

Section 3. Final Request for Reimbursement and OWP Closeout Documentation

A. MPO shall electronically submit an OWP/annual OWPA closeout documentation package to STATE no later than August 31st of each fiscal year. The closeout package shall conform to the format provided in APPENDIX C.

B. The closeout package must be attached to a transmittal letter, typed on MPO’s letterhead. If these documents are not received by August 31st of each fiscal year, STATE may withhold future apportionments and/or allocations to MPO. STATE’s election not to withhold future apportionments and/or allocations immediately after the end of one fiscal year shall not limit STATE’s ability to initiate subsequent withholdings.

C. Upon receipt of the required closeout documentation, STATE will issue a reconciliation letter to MPO stating the amount of unspent funds available to be carried over to the subsequent year’s OWP. MPO may amend some or all of these funds into the OWPA only upon signature of the reconciliation letter by the MPO executive director or his or her appointee, and submittal of the signed letter to STATE.

Section 4. Funding Contingencies

A. All obligations of STATE under the terms of the MFTA and each annual OWPA are subject to the availability of Federal and State funds, appropriation of resources by the Legislature, and the annual passage of the State Budget Act. The authorization and obligation of these funds by outside entities may be terminated, limited or otherwise adversely affected by factors which may include, but are not limited to, changes in State or Federal law regarding the encumbrance and reimbursement of the funds provided by each annual OWPA and this MFTA.

ARTICLE III - AUDITS AND REPORTS

Section 1. Cost Principles

A. MPO agrees to comply with Title 2, CFR, part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable.
B. MPO agrees, and will require that its contractors, subcontractors, and subrecipients be obligated to agree, that (a) the 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 (subrecipients shall refer to, 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Project funds as a contractor, subcontractor, or sub-grantee under this MFTA shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. MPO agrees and shall require that all of its agreements with contractors, subcontractors, and subrecipients contain provisions requiring adherence to this section in its entirety.

Section 2. Indirect Cost Agreement and Cost Allocation Plan (ICAP)

A. Prior to MPO seeking reimbursement of indirect costs, MPO must prepare and submit annually to STATE for review and acceptance an indirect cost rate proposal and a central service costs allocation plan (if any) in accordance with 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or applicable cost principles and Local Program Procedures Manual (Chapter 5).

B. Prior to MPO seeking reimbursement of subrecipient indirect costs, and when subrecipient cognizant federal agency, as defined in 2 CFR part 200, is USDOT and/or STATE, MPO agrees and will require subrecipient to comply with section 2A.

C. Prior to MPO seeking reimbursement of subrecipient indirect costs, and when subrecipient ICAP is approved by a cognizant federal agency other than USDOT, MPO agrees and will require subrecipient to submit to STATE a copy of the cognizant agency approval, the approved proposal, plan, subsidiary worksheets, and other relevant data on an annual basis as evidence of the approval.

D. If a submitted ICAP does not meet the requirements of 2 CFR Part 200, and is determined to be insufficient, STATE will advise MPO of additional documentation or changes needed to meet Federal and State requirements. MPO agrees to provide requested documentation or required changes, and if MPO is non-compliant the submissions may be returned to MPO if requested documentation is not provided or required changes are not made.

E. Material audit adjustments will require reimbursement to STATE or adjustment to subsequent years’ ICAP if proposals are later found to have included costs that are unallowable as specified by law or regulation, or the terms and conditions of this MFTA.

F. MPO agrees and shall require that all of its agreements with subrecipients contain provisions requiring adherence to this section in its entirety.
Section 3. Record Retention/Audits

A. MPO shall maintain, and shall require its subrecipients, contractors and its subcontractors to maintain all source documents, books and records connected with their performance of OWP work initiated under this MFTA and each applicable annual OWPA for a minimum of three (3) years from the date of final payment to MPO or, if an audit is initiated within that timeframe, until audit resolution is achieved for each annual OWPA, whichever is later, and shall make all such supporting information available for inspection and audit by representatives of STATE, the Bureau of State Audits, or the Federal Government upon request. Copies will be made and furnished by MPO upon request at no cost to STATE. Scanned original documents in electronic form are suitable to meet this requirement.

B. MPO shall establish and maintain, and shall require that its subrecipients, contractors and subcontractors shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subrecipients/subcontractor, etc.) and enable the determination of expenditures at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

C. For the purpose of determining compliance with Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7, in connection with the performance of MPO contracts and/or agreements with third parties, MPO, MPO’s sub-recipients, contractors, and subcontractors, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various contracts and/or agreements. All of the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the entire period of each annual OWPA and for three (3) years from the date of final payment to MPO or, if an audit is initiated within that timeframe, until audit resolution is achieved for each annual OWPA, whichever is later. 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 to the fulfillment of the contracts/ and/or agreements for audits, examinations, excerpts, and transactions, and MPO shall furnish copies thereof if requested.

D. Where applicable, MPO agrees to comply with audit requirements for third party contractors, subcontractor and subrecipients in accordance with STATE Local Assistance Procedure Manual, Ch. 10 or any successor thereto.

E. MPO agrees to include all costs associated with this MFTA, OWP and annual OWPA, and any amendments thereto; to be examined in the annual audit and in the schedule of activities to be examined under MPO’s single audit prepared in compliance with Office of Management and Budget Circular A-133. MPO is responsible for assuring that the Single Auditor has reviewed the requirements of this MFTA, the OWP and the annual OWPA. Copies of said audits shall be submitted to STATE.
F. When conducting an audit of the costs and match credits claimed under the provisions of each annual OWPA and this MFTA, STATE will rely to the maximum extent possible on any prior audit of MPO pursuant to the provisions of State and Federal law. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.

G. MPO agrees to furnish documentation to STATE supporting this requirement that all of its agreements with contractors, subcontractors, and subrecipients do contain applicable provisions requiring adherence to this section in its entirety.

H. Neither the pendency of a dispute nor its consideration by STATE will excuse MPO from full and timely performance in accordance with the terms of this MFTA, the OWP, and the annual OWPA.

ARTICLE IV - MISCELLANEOUS PROVISIONS

Section 1. Federal Certifications and Assurances

A. MPO shall comply with the FHWA "Metropolitan Transportation Planning Process Certification" requirements in accordance with 23 CFR 450.334 and Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (Public Law 109-59; SAFETEA-LU) and the successors thereto. This certification is provided annually by FHWA and FTA. It may include, but is not limited to:


II. In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;


IV. Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

V. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

VI. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

VII. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
VIII. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

IX. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and


B. MPO shall comply with the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in the Federal Register, and found online at http://www.fta.dot.gov/grants/12825_93.html.

The 2013 Federal Certification includes the following areas under "Assurances Required of Each Applicant:"

1. Authority of Applicant and its Representatives

2. Standard Assurances

3. Intergovernmental Review Assurance

4. Suspension and Debarment Certification

5. U.S. OMB Assurances in SF-424B and SF-424D

C. Copies of these annual Certifications and Assurances shall be included by MPO in each final OWP.

D. MPO shall comply, and shall require its contractors, subcontractors, and subrecipients to comply, with these Certifications.

E. MPO agrees to furnish documentation to STATE to support this requirement that all of its agreements with contractors, subrecipients and subcontractors, do contain provisions requiring adherence to this section in its entirety.

Section 2. Disadvantaged Business Enterprise (DBE) Requirements

A. As mandated by 49 CFR Part 26, MPO shall require that its contractors, subcontractors, and subrecipients do not discriminate on the basis of race, color, national origin, or sex in the award, administration and performance of any FHWA/FTA fund-assisted contract or in the administration of MPO’s DBE program.
B. MPO's DBE program, as required by 49 CFR Part 26 and as approved by STATE, is incorporated by reference in this MFTA. Implementation of this program is a legal obligation and the failure of MPO to carry out its terms shall be treated as a violation of this MFTA. Upon notification to the recipient of its failure to carry out its approved program, the US DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq. and 49 CFR Part 26.13(a).

C. As required by 49 CFR part 26, the contract language in APPENDIX D relating to DBE requirements must be incorporated into all contracts funded in whole or in part with funds authorized in this Agreement.

Section 3. Non-Discrimination Clause

A. In the performance of work undertaken pursuant to this MFTA, MPO shall not, and shall affirmatively require that its contractors shall not, unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

B. MPO shall ensure, and shall require that its contractors and all subcontracts and/or subrecipients shall ensure, that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. MPO shall comply, and ensure that its contractors and subcontractors and/or subrecipients shall comply, with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this MFTA by reference and made a part hereof as if set forth in full.

C. Each of MPO’s contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. MPO shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under this MFTA.

D. MPO shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 are made applicable to this MFTA by this reference. Wherever the term “Contractor” appears therein, it shall mean MPO.

E. MPO shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any
other agency of the State of California designated by STATE to investigate compliance with this Section 3.

Section 4. Federal Lobbying Activities Certification

A. MPO certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of MPO, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, MPO shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with those form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this MFTA and each annual OWPA was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. MPO also agrees by signing this MFTA that MPO shall require that the language of this certification be included in all contracts and subcontracts funded wholly or in part by any fund sources listed on Page 1 of this MFTA and which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE V – GENERAL PROVISIONS

Section 1. Contract Award

A. MPO, contractor, subcontractor and subrecipient contracts containing Federal and State planning funds are required to be bid and awarded in accordance with Title 49, CFR, Part 18, and consistent with Local Assistance Procedure Manual, Ch. 10 or successors thereto as applicable.

Section 2. Contract Amendment

A. No amendments to the terms of this MFTA, any OWPA or any annual OWPA shall be valid unless made in writing and signed by the individuals legally authorized to contractually bind the parties hereto. Each party agrees that it has had or will have the opportunity to seek review by and approval from its legal counsel of the original documents and any proposed alteration or variation. No oral
understanding or agreement not incorporated herein shall be binding on any of the parties thereto. For the purposes of this MFTA, the Chief of the Office of Regional Planning, Division of Transportation Planning, shall be the Contract Administrator for STATE.

Section 3. Adjudication of Disputes by Way of Administrative Proceedings

A. STATE hereby sets up an Administrative Procedure for adjudication of disputes that may arise when administering the program as defined by the terms and conditions of this Agreement.

MPO agrees to exhaust the administrative remedy prior to resorting to legal remedies. In case of disputes with STATE, MPO shall submit to the Chief of the Division of Transportation Planning, CALTRANS (DC PLANNING) or designee a written demand for a decision regarding the disposition of any dispute, arising under this Agreement. The DC PLANNING shall make a written decision regarding the dispute and will provide it to the MPO. The MPO shall have an opportunity to challenge the DC PLANNING’s determination but must make that challenge in writing, within ten (10) working days to the STATE’s Contract Officer or his/her designee. If the challenge is not made by MPO within the ten (10) day period, the DC PLANNING’s decision shall become the final decision of the STATE. If such a challenge is made, The DC PLANNING and MPO shall submit written, factual information and data in support of their respective positions to STATE’s Contract Officer within a timeframe established by the MPO at the time of challenge. The decision of the STATE’s Contract Officer or his/her designee shall be final, conclusive and binding regarding the dispute, unless MPO commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

Section 4. Intercept Clause

A. Costs for which MPO receives reimbursement payment that are determined by a subsequent audit or other review by either STATE or Federal authorities to be unallowable under 2 CFR, part 200; 48 CFR, Chapter 1, Part 31; or 49 CFR, Part 18, are to be repaid to STATE by MPO within thirty (30) days of MPO receiving notice of audit findings. Should MPO fail to reimburse moneys due STATE within thirty (30) of discovery 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 to MPO from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

Section 5. Parties of Agreement

A. This MFTA, the OWP, the annual OWPA and any related agreements are solely between the named parties thereto and no express or implied benefit to entities or individuals not a party thereto is intended or to be inferred. There are no third-party beneficiaries to or of this MFTA or any OWP, or annual OWPA or any other agreement pertaining hereto.
Section 6. Hold Harmless and Indemnification Clause

A. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by MPO under or in connection with any work, authority or jurisdiction delegated to MPO under this MFTA and/or each annual OWPA. It is understood and agreed that, pursuant to Government Code section 895.4, MPO shall fully defend, indemnify and save harmless STATE and its officers and employees from all claims, suits or actions of every name, kind and description occurring by reason of anything done or omitted to be done by MPO under or in connection with any work, authority or jurisdiction delegated to MPO under this MFTA and each annual OWPA.

B. Neither MPO nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this MFTA. It is understood and agreed that, pursuant to Government Code section 895.4, STATE shall fully defend, indemnify and save harmless MPO, its officers and employees from all claims, suits, or actions of every name, kind and description occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this MFTA.

Section 7. Default

A. In the event that MPO (a) fails to comply with applicable Federal and State laws and regulations; (b) fails to timely proceed with OWP in accordance with the MFTA or OWPA; or (c) otherwise materially violates the terms and conditions of this MFTA and/or OWPA, STATE reserves the right to terminate all funding for that OWP, or a portion thereof. Any such termination shall be accomplished by delivery to MPO of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this MFTA is terminated and the date upon which such termination becomes effective. During the period before the termination date becomes effective, MPO and STATE shall meet to try to resolve any dispute. No such termination shall become effective if, (a) during the process described in Article V, Section 3, the termination is stayed, (b) within the thirty (30) day period after receipt of the Notice of Termination, MPO either cures the default, or (c) if that default is not reasonably susceptible to cure within said thirty (30) day period, STATE approves a MPO plan and MPO thereafter diligently completes the cure in a manner and timeline acceptable to STATE.

B. If STATE terminates funding for OWP pursuant to the above paragraph A, STATE shall pay MPO the sum due MPO under the OWPA for eligible work performed prior to termination.

Section 8. Termination

A. This MFTA shall remain in full force and effect until the termination date stated on Page 1 of this MFTA, unless superseded or terminated in conformance with Section 7 of this Article. All indemnification, document retention, audit, claims, and legal challenge articles will remain in effect until terminated or modified in writing by mutual agreement or expiry by statute of limitations.
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
By: Carla O'Brien
Contract Officer
Date: 11/26/14

Sacramento Area Council of Governments
By: Mark Miller
Chief Executive Officer
Date: 10/16/14

By: Christine C. Laut
Attorney
Date: 10/14/14

APPENDICES
A Overall Work Program Agreement
B Request for Reimbursement
B2 Request for Reimbursement by Fund Source
C Closeout Documentation
D DBE Contract Language (required)
D2 DBE Semi-Annual Report
E Federal Certifications and Assurances
F Board Resolution
APPENDIX A

OVERALL WORK PROGRAM AGREEMENT (OWPA) FOR
AGENCY NAME

1. The undersigned signatory Metropolitan Planning Organization (MPO) hereby commits to complete, this fiscal year (FY) (beginning July 1, 2014 and ending June 30, 2015), the annual Overall Work Program (OWP), a copy of which was approved on ___date___ and is attached as part of this OWPA.

2. All of the obligations, duties, terms and conditions set forth in the Master Fund Transfer Agreements (MFTA), numbered and executed with effective dates of ___date___ to ___date___ between ___agency name (MPO)___ and the Department of Transportation (STATE), are incorporated herein by this reference as part of this OWPA for this FY.

3. The federal letters of approval from the Federal Transit Administration (FTA) and from the Federal Highway Administration (FHWA), dated ___date___, and attachments, if applicable, which approved the attached OWP, are by this reference made an express part of this OWPA.

4. MPO agrees to comply with FTA and FHWA matching requirements for “Consolidated Planning Grant” funds obligated and encumbered against this OWPA. This OWPA obligates and encumbers only those following federal funds: FHWA – Metropolitan Planning (PL), federal/local – 88.5311.47; FHWA State Planning and Research (SP&R) – Partnership Planning, federal/local – 80/20; FHWA SP&R – Regional Blueprint, federal/local – 80/20; FTA Section 5303, federal/local – 88.5311.47; FTA Section 5304, federal/local – 88.5311.47, and Proposition 84 – Modeling Incentive Grants, federal/local – 100/0 as are specifically identified in Section 5 below. All local match funds are to be provided from non-federal sources.

5. Subject to the availability of funds this FY OWPA funds encumbered by STATE include, but may not exceed, the following:

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Match %</th>
<th>Federal Portion</th>
<th>Toll Credit (In lieu of local match)</th>
<th>Local Match</th>
<th>Total Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>FHWA PL (Toll Credit Match)</td>
<td>11.47%</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>(Current FY Allocation Only)</td>
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</tr>
<tr>
<td>FHWA PL (Cash/In-kind Match)</td>
<td>11.47%</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>FTA Sect. 5303 (Toll Credit Match)</td>
<td>11.47%</td>
<td>$0.00</td>
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<td>$0.00</td>
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<tr>
<td>(Current FY Allocation Only)</td>
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<tr>
<td>FTA Sect. 5303 (Cash/In-kind Match)</td>
<td>11.47%</td>
<td>$0.00</td>
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<tr>
<td>FTA Sect. 5304</td>
<td>11.47%</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>FHWA SP&amp;R Partnership Planning</td>
<td>20%</td>
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<td>$0.00</td>
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<td>$0.00</td>
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<tr>
<td>FHWA SP&amp;R Regional Blueprint</td>
<td>20%</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Prop 84 Modeling incentive</td>
<td>0%</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Total Programed Amount</td>
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<td>$0.00</td>
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</tr>
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</table>

6. Should MPO expend funds in excess of those available and programmed in this FY OWPA, those costs shall be borne solely by MPO.

Department of Transportation (STATE)  Name of Agency (MPO)
Authorized Signature  Authorized Signature
Printed Name of Person Signing  Printed Name of Person Signing
Title  Title
Date  Date

(For Use by Caltrans Accounting Only)

The total amount of all Federal funds encumbered by this document is $________
Fund Title: __________

The total amount of all State funds encumbered by this document is $________
Fund Title: __________

Item  Chapter Statute Fiscal Year  Item  Chapter Statute Fiscal Year

Project ID#  Encumbrance Document Number  Project ID#  Encumbrance Document Number

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and expenditure purpose stated above.

Signature of Department of Transportation Accounting Officer  Date

Updated May 2014
Appendix B

NAME OF MPO
ADDRESS OF MPO
CONSOLIDATED PLANNING GRANT (CPF)
Federal Highway Administration (FHWA) and Federal Transit Administration (FTA)

REQUEST FOR REIMBURSEMENT
NUMBER
Fiscal Year 2014-15

The **FILL IN AGENCY NAME**, a Metropolitan Planning Organization, requests reimbursement in the amount of $__________ for the period beginning _________ through and inclusive of _________ . I certify that I am a duly authorized representative of **FILL IN AGENCY NAME** and the request for reimbursement is consistent with the terms of the Master Fund Transfer Agreement, numbered _________ and expiring _________ entered into between **FILL IN AGENCY NAME** and the State of California, Department of Transportation. The reimbursement request is for work completed in accordance with the 2014-15 approved Overall Work Program. By signing this Request for Reimbursement Form, **FILL IN AGENCY NAME** certifies that all state and federal matching requirements have been met and that no federal funds were used for local match and/or In-Kind Service.

<table>
<thead>
<tr>
<th>2014-15 OCPA Authorized</th>
<th>$__________</th>
</tr>
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<tbody>
<tr>
<td>Total Invoices Year-to-Date</td>
<td>$__________</td>
</tr>
<tr>
<td>(Including this Invoice)</td>
<td>$__________</td>
</tr>
<tr>
<td>Current Invoice Amount</td>
<td>$__________</td>
</tr>
<tr>
<td>Remaining Balance</td>
<td>$__________</td>
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</tbody>
</table>

Current Reimbursement Breakdown. This portion must be completed by local agency to receive reimbursement.

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Required Match %</th>
<th>Federal Portion</th>
<th>Toll Credit (in lieu of local match)</th>
<th>Local Match or In-Kind Service</th>
<th>Total Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>FHWA PL Funds (Toll Credit Match of Current FY Allocation)</td>
<td>11.47%</td>
<td>$__________</td>
<td>$__________</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>FHWA PL (Cash/In-kind Match)</td>
<td>11.47%</td>
<td>$__________</td>
<td>$__________</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>FTA Sec. 5303 Funds (Toll Credit Match of Current FY Allocation)</td>
<td>11.47%</td>
<td>$__________</td>
<td>$__________</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>FTA Sec. 5303 (Cash/In-kind Match)</td>
<td>11.47%</td>
<td>$__________</td>
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<tr>
<td>FTA Sec. 5304 Funds</td>
<td>11.47%</td>
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<tr>
<td>FHWA SPR PP Funds</td>
<td>20%</td>
<td>$__________</td>
<td>$__________</td>
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<tr>
<td>Regional Blueprint Planning</td>
<td>20%</td>
<td>$__________</td>
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</tbody>
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<tr>
<th>Name &amp; Title (please print)</th>
<th>Signature</th>
<th>Date</th>
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</table>

Department of Transportation Use Only

I certify that I am duly authorized by the Department of Transportation to approve payment to **FILL IN AGENCY NAME** in the amount of $__________. **FILL IN AGENCY NAME** has an approved Overall Work Program and the request for reimbursement is consistent with the Master Fund Transfer Agreement between the State of California, Department of Transportation and **FILL IN AGENCY NAME**. This authorization to pay acknowledges receipt of services billed.

<table>
<thead>
<tr>
<th>Vendor# (Accounting Use Only)</th>
<th>Name (please print)</th>
<th>Signature</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>TC______ Source Dist 74 Source Unit 3789</td>
<td>Project ID #</td>
<td>FA 6</td>
<td>ObjCode 049</td>
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<tr>
<td>Amount $</td>
<td>FY</td>
<td>RPL N</td>
<td>Contract #</td>
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<tr>
<td>TC______ Source Dist 74 Source Unit 3789</td>
<td>Project ID #</td>
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<td>ObjCode 049</td>
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<tr>
<td>Amount $</td>
<td>FY</td>
<td>RPL N</td>
<td>Contract #</td>
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Date Updated March 2013
### OWP Work Element Info

<table>
<thead>
<tr>
<th>Work Element #</th>
<th>WE Title</th>
<th>OWP WE Budget</th>
<th>WE Spent to Date</th>
<th>WE Current Amount Billed</th>
<th>PL Budget</th>
<th>PL Spent to Date</th>
<th>PL Current PL Amount Billed</th>
<th>Used?</th>
<th>YN</th>
<th>Amount (1.47%)</th>
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### Tell Credits

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<tbody>
<tr>
<td>Total PL matched With Toll</td>
<td>Total PL matched With Cash for Kind</td>
<td>Total Local Match</td>
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</table>

### Required Data

**OWP Work Element Info**

1. Work Element Number from Approved OWP
2. Work Element Title from Approved OWP
3. Work Element Budget from approved OWP
4. WE Current Amount Billed
5. WE Current PL Amount Billed
6. OWP WE Budget
7. OWP WE Budget
8. WE Spent to Date
9. WE Current Amount Billed
10. WE Current PL Amount Billed
11. Total WE budget (federal portion) without match
12. Total federal funds spent to date excluding the current advance but NOT including local match
13. Current invoice without local match (federal portion of total match)
14. Total amount spent to date including the current invoice (federal portion of total match)
15. Select "Yes" if Tell Credits were used to match the work elements
16. Total amount of charges before match is entered

**Current Federal Reimbursement Info (80.53% Max)**

17. Current Federal Reimbursement

**Current Local Match Info (11.47% Min)**

18. Current Local Match

**Local Cash Match**

19. Local Cash Match

**Source of Cash** (Must be non-federal funding)

20. Source of Cash

**3rd Party In-kind**

21. 3rd Party In-kind

**Total Local Match**

22. Total Local Match

---

Updated January 2012
## OWP Work Element Info

<table>
<thead>
<tr>
<th>Work Element #</th>
<th>WE Title</th>
<th>OWP WE Budget</th>
<th>WE Spent to Date</th>
<th>WE Current Amount Billed</th>
<th>SMD Budget</th>
<th>SMD Spent to Date</th>
<th>Current SMD Amount Billed</th>
<th>Used? Y/N</th>
<th>Amount (1:47%)</th>
<th>Cash</th>
<th>Source</th>
<th>3rd Part Inkind</th>
<th>Total Local Match</th>
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### Requirement Data

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<th>Current Federal Reimbursement Info (80:25% Max)</th>
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<td>Local Cash Match</td>
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*Updated January 2012*
# OWP Work Element Info

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## Required Data

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<th>Current Local Match Info (11.47% Min)</th>
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<td>Total WE budget (federal portion) without match</td>
<td>Local Cash Match</td>
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<td>Total federal funds spent to date excluding the current accrual but NOT including local match</td>
<td>Source of cash (Must be non-federal funding)</td>
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## OWP Work Element Info

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## Required Data

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<th>Current Federal Reimbursement Info (80% Max)</th>
<th>Current Local Match Info (20% Min)</th>
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<td>1. Work Element Number from Approval OWP</td>
<td>Total WE budget (federal portion) without match</td>
<td>Local Cash Match</td>
</tr>
<tr>
<td>2. Work Element Title from Approved OWP</td>
<td>Total federal funds spent to date including the current invoice (federal portion) and 3rd party match</td>
<td>Source of Cash (Must be non-federal funding)</td>
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<td>3. Work Element Budget from Approved OWP or OWP should be updated when affected by OWPA amendments</td>
<td>Current invoice without local match (federal portion)</td>
<td>3rd party, Inkind, or 3rd party Match Amount</td>
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<td>4. Total amount spent to date including the current invoice (federal portion)</td>
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<td>Source of Inkind or 3rd party Amount (Must be non-federal funding)</td>
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<tr>
<td>5. Total amount of changes before match is calculated</td>
<td>NA</td>
<td>Total Local Match by Work Element</td>
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Updated: January 2018
### Agency Name

**FY 2011-12 Overall Work Plan**

**Indirect Costs**

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<th>WE Title</th>
<th>OWP/WE Budget</th>
<th>WE Spent to Date</th>
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<th>Current Billing Indirect Costs</th>
<th>Billed To Date Indirect Costs</th>
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*Updated January 2012*
APPENDIX C

APPENDIX C

Certification of Expenditure by Fund Source
Fiscal Year 2013-14

I certify that I am a duly authorized representative of the Metropolitan Planning Organization (MPO) and the following
statement of fund expenditures is consistent with the terms of the Master Fund Transfer Agreement, numbered
_74A001X__, expiring _12/31/2024__, and entered into between the MPO and the State.

I have attached a copy of the Statement of Expenditures by fund source and work element. Matching funds are identified.
The expenditures shown are for work completed in accordance with the Fiscal Year (FY) 2013-14 approved Overall Work
Program. I certify that all state and federal matching requirements have been met.

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Recalled Balance</th>
<th>FY13/14 Allocations and Awards</th>
<th>Federal Fund Expenditures</th>
<th>Toll Credits Used</th>
<th>Year End Balance</th>
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<td>FHWA PL (Cash/in-kind Match)</td>
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Total FY13-14 Consolidated Planning Grant Expenditures $0.00

* - This line is for Current FY Allocation Expenditures Matched by Toll Credits Only.

I understand that this represents a final statement of expenditure for FY2013-14 and no future requests for
reimbursement will be processed by the State for payment.

Name (Please Print)                       Signature

Title (Please Print)                       Date
APPENDIX D

CPG Subrecipient Responsibilities for DBE include:

- Participation in the race neutral DBE Program when contracting/awarding to subrecipients or planning consultants involving any fraction of federal CPG funds.

- Participation in the race neutral DBE Program even if subrecipients have not contracted out work to sub-recipients or consultants. They must also complete, sign and turn in the FTA DBE Uniform Report form, showing zero dollars. This information will provide necessary data for the federally mandated Caltrans DBE disparity study.

- Completion of the FTA DBE Uniform Report form (See Appendix X) twice a year: April 1st and October 1st. The DBE Uniform Report shows the federal dollar amount provided through contract/s as well as DBE participation in these contracts. This information will provide necessary data for the federally mandated Caltrans DBE disparity study and reporting to the FTA. The completed forms are sent to the appropriate HQ ORIP Liaison.

- Development and implementation of a DBE Program following the Caltrans DBE Program Plan, pursuant to the Master Fund Transfer Agreement, Article IV, Section 2. This Plan formally acknowledges the statutory and/or regulatory requirements with its race-neutral measures, and their commitment to comply with all the prescribed responsibilities explained herein.

- Development and maintenance of a Bidder’s List, consisting of information about all DBE and non-DBE firms that bid or quote on CPG-assisted contracts. The Bidder’s List includes the name, address, DBE/non-DBE status, age and annual gross receipts of firms.

- Inclusion of the following clause is required, verbatim, in each CPG-assisted contract:
  
  ○ The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

- Inclusion of contractual language specifying prompt payment clauses are required in the foregoing provisions. These prompt payment clauses benefit all subcontractors equally.
o **Prompt Progress Payment to Subcontractors**—A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-day rule is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency’s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Prompt Payment of Withheld Funds to Subcontractors**—The MPO, RTPA or local government entity shall include either (1), (2), or (3) of the following provisions in their CPG-assisted contracts to ensure prompt and full payment of retention (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

25) No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

26) No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30-days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in
APPENDIX D

Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

27) The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30-days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
UNIFORM REPORT OF DBE COMMITMENTS/AWARDS AND PAYMENTS

"Please refer to the instructions sheet for directions on filling out this form"

1. Submitted to (check only one) [ ] FHWA [ ] FAA [ ] EPA
2. All Numbers (FAA Recipients Only):
   a. 3. Federal Fiscal year in which reporting period falls: FY 2012
   b. 4. Date this Report Submitted:
   c. 5. Reporting Period: (X) Report due June 1 for period Oct 1-Mar 31 [ ] Report due Dec 1 for period Oct 1-Nov 30 [ ] FAA annual report due Dec 1
6. Name and Address of Recipient:
7. Annual DBE Goal: Base Conscious Goal: % Base Neutral Goal: % OVERALL Goal: %
8. 7.5 Percentage of Total Dollars Committed/Awarded to DBEs: % (divide total dollars to DBEs in 9.5(C) by the total dollars in 8(A))

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<th>COMMITMENTS/AWARDS MADE DURING THIS REPORTING PERIOD (total contracts and subcontracts committed during the reporting period)</th>
<th>Total Dollars</th>
<th>Total Number</th>
<th>Total to DBEs (dollars)</th>
<th>Total to DBEs (number)</th>
<th>Total to DBEs/Race Conscious (dollars)</th>
<th>Total to DBEs/Race Conscious (number)</th>
<th>Total to DBEs/Race Neutral (dollars)</th>
<th>Total to DBEs/Race Neutral (number)</th>
<th>Percentage of total dollars to DBEs (G/H)</th>
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<th>Black American</th>
<th>Hispanic American</th>
<th>Native American</th>
<th>Subcont. Asian American</th>
<th>Asian-Pacific American</th>
<th>Non-Minority Women</th>
<th>Other (i.e., not of any other group listed here)</th>
<th>TOTALS (for this reporting period only)</th>
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<table>
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<th>Number of Prime Contracts Completed</th>
<th>Total Dollar Value of Prime Contracts Completed</th>
<th>DBE Participation Needed to Meet Goal (Dollars)</th>
<th>Total DBE Participation (Dollars)</th>
<th>Name(s) of Participating DBE Firms/Co-locating Dollar Amounts</th>
<th>Percentage of Total DBE Participation (E/F)</th>
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Notes: All dollars represent Federal dollars.
Appendix E

FY 2014/2015 FHWA Metropolitan Transportation Planning Process Certification

In accordance with 23 CFR 450.334 and 450.220, Caltrans and Metropolitan Planning Organization for the urbanized area(s) hereby certify that the transportation planning process is addressing the major issues in the metropolitan planning area and is being conducted in accordance with all applicable requirements of:


II. In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;


IV. Section 1003(b) of the Intermodal Surface Transportation Efficiency Act of 1991 (Pub. L. 102-240) regarding the involvement of disadvantaged business enterprises in the FHWA and the FTA funded planning projects (sec. 105(f), Pub. L. 97-424, 96 Stat. 2100; 49 CFR part 23);

V. Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

VI. The provision of the Americans With Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat 327, as amended) and the U.S. DOT implementing regulations (49 CFR 27, 37 and 38);

VII. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

VIII. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

IX. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

X. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

XI. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and

XII. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

MPO Authorizing Signature

Caltrans District Approval Signature

Title

Title

Date

Date
Appendix E

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS
(Signature page alternative to providing Certifications and Assurances in TEAM-Web)

**Name of Applicant:**

The Applicant agrees to comply with applicable provisions of Groups 01 – 24.

OR

The Applicant agrees to comply with applicable provisions of the Groups it has selected:

<table>
<thead>
<tr>
<th>Group</th>
<th>Description</th>
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<tbody>
<tr>
<td>01.</td>
<td>Required Certifications and Assurances for Each Applicant</td>
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<tr>
<td>02.</td>
<td>Lobbying</td>
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<tr>
<td>03.</td>
<td>Procurement and Procurement Systems</td>
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<td>04.</td>
<td>Private Section Protections</td>
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<td>05.</td>
<td>Rolling Stock Reviews and Bus Testing</td>
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<td>06.</td>
<td>Demand Responsive Service</td>
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<td>07.</td>
<td>Intelligent Transportation Systems</td>
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<td>08.</td>
<td>Interest and Financing Costs and Acquisition of Capital Assets by Lease</td>
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<tr>
<td>09.</td>
<td>Transit Asset Management Plan and Public Transportation Agency Safety Plan</td>
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<td>10.</td>
<td>Alcohol and Controlled Substances Testing</td>
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<td>12.</td>
<td>State of Good Repair Program</td>
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<td>13.</td>
<td>Fixed Guideway Modernization Grant Program</td>
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<td>14.</td>
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<td>Urbanized Area Formula Grants Programs, Passenger Ferry Grants Program, and Job Access and Reverse Commute (JARC) Program.</td>
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<td>16.</td>
<td>Seniors/Elderly/Individuals with Disabilities Programs and New Freedom Program.</td>
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<td>17.</td>
<td>Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs.</td>
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<td>18.</td>
<td>Public Transportation on Indian Reservations Programs (also known as the Tribal Transit Programs).</td>
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<td>19.</td>
<td>Low or No Emission/Clean Fuels Grant Programs.</td>
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<td>20.</td>
<td>Paul S. Sarbanes Transit in Parcs Program.</td>
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<td>21.</td>
<td>State Safety Oversight Program</td>
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<td>22.</td>
<td>Public Transportation Emergency Relief Program.</td>
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<td>Expedited Project Delivery Pilot Program.</td>
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<td>Infrastructure Finance Programs.</td>
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Appendix E

FTA FISCAL YEAR 2014 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2014 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of the Applicant: ____________________________________________________________

Name and Relationship of the Authorized Representative: ____________________________

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these
Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all Federal statutes
and regulations, and follow applicable Federal guidance, and comply with the Certifications and Assurances as indicated on
the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit
Administration (FTA) in Federal Fiscal Year 2014, irrespective of whether the individual that acted on his or her
Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should
apply to each Project for which it seeks now, or may later seek FTA funding during Federal Fiscal Year 2014.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the
statements submitted with this document and any other submission made to FTA, and acknowledges that the Program
Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made in connection with a Federal
public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any
other statements made by me on behalf of the Applicant are true and accurate.

Signature ___________________________ Date: ___________________________

Name ____________________________________________

Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant):

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under
State, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as
indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been
legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might
adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA Project or
Projects.

Signature ___________________________ Date: ___________________________

Name ____________________________________________

Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an
Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature
in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated
this Federal fiscal year.
Fiscal Year 2014/2015 California Department of Transportation
Debarment and Suspension Certification

As required by U.S. DOT regulations on governmentwide Debarment and Suspension (Nonprocurement), 49 CFR 29.100:

1) The Applicant certifies, to the best of its knowledge and belief, that it and its contractors, subcontractors and subrecipients:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and

   d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.

2) The Applicant also certifies that, if Applicant later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to the State.

3) If the Applicant is unable to certify to all statements in paragraphs (1) and (2) of this certification, through those means available to Applicant, including the General Services Administration’s Excluded Parties List System (EPLS), Applicant shall indicate so in its applications, or in the transmittal letter or message accompanying its annual certifications and assurances, and will provide a written explanation to the State.
DEPARTMENT OF TRANSPORTATION
DEBARMENT AND SUSPENSION CERTIFICATION
FISCAL YEAR 2014/2015
SIGNATURE PAGE

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature_________________________________ Date____________________

Printed Name ________________________________

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has the authority under state and local law to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, these certifications and assurances have been legally made and constitute legal and binding obligations of the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances or of the performance of the described project.

AFFIRMATION OF APPLICANT’S ATTORNEY

For ______________________________ (Name of Applicant)

Signature_________________________________ Date____________________

Printed Name ________________________________
of Applicant’s Attorney
SACRAMENTO AREA COUNCIL OF GOVERNMENTS

RESOLUTION NO. 4 - 2005

AUTHORITY OF EXECUTIVE DIRECTOR

WHEREAS, the Bylaws of the Sacramento Area Council of Governments authorize the appointment of an Executive Director; and

WHEREAS, the Executive Director is the Chief Executive Officer of SACOG; and

WHEREAS, the Executive Director is responsible for all projects and property belonging to SACOG; and

NOW THEREFORE, BE IT RESOLVED, that SACOG authorizes the Executive Director to execute any and all agreements relating to the official business of SACOG, including but not limited to: financial accounts, contractual agreements, legal agreements, invoices, and other documents requiring the signature of an official representative of SACOG.

PASSED AND ADOPTED this 17th day of February, 2005 by the following vote of the Board of Directors:

AYES: Directors Anderson, Asmundson, Barrington, Billeci, Budge, Cabaldon, Clare, Collin, Cooper, Cosgrove, Doolittle, Dowdin, Dupray, Fargo, Flory, Hammond, Lund, Miklos, Rockholm, Schrader, Silva, Thomson, Washburn and Chair Gaines

NOES: None

ABSTAIN: None

ABSENT: Directors Blackburn, Daniels, Dickinson, Fuson, Gomez, Peters and Richards

Signed:

TED GAINES
Chair

MIKE MCKEEVER
Executive Director
CONTINUING COOPERATIVE AGREEMENT

between

SACRAMENTO AREA COUNCIL OF GOVERNMENTS

and

Sub-recipient AGENCY

THIS AGREEMENT is entered into effective ____, between the Sub-recipient Agency (hereinafter referred to as Sub-recipient) and the Sacramento Area Council of Governments (hereinafter referred to as SACOG).

RECITALS

WHEREAS, the Sub-recipient is a California public agency created by statute to provide local transportation planning within ------------County; and

WHEREAS, the Sub-recipient is a Sub-recipient of State and Federal planning funds programmed in SACOG's annual Overall Work Program (OWP), administered by and through SACOG. The SACOG annual OWP is part of an agreement with the State of California Department of Transportation (State or Caltrans), which includes the Overall Work Program Agreement (OWPA) and Master Fund Transfer Agreement (MFTA). Together, the OWP, the OWPA and MFTA set forth the terms and conditions under which these funds are to be expended by SACOG and its Sub-recipients; and

WHEREAS, SACOG and the Sub-recipient intend to coordinate development of the annual SACOG OWP, with final OWP approval by SACOG; and

WHEREAS, SACOG and the Sub-recipient intend to cooperate to ensure the timely development, adoption and implementation of integrated comprehensive regional plans and policies, as set forth by Federal and State requirements; and

WHEREAS, SACOG and the Sub-recipient intend to cooperate to ensure continual satisfactory compliance with applicable Federal and State laws and planning and management guidelines; and

WHEREAS, SACOG and the Sub-recipient intend to ensure their respective cost accounting systems meet Federal and State regional planning fund requirements; and

WHEREAS, SACOG and the Sub-recipient intend to improve accountability of persons carrying out the duties prescribed in this Agreement, and reduce delays associated with the billing process.
NOW THEREFORE, IT IS MUTUALLY AGREED THAT

1. Agreement with the Sub-recipient and Amendments. This Agreement constitutes a continual, year-to-year arrangement between the Sub-recipient and SACOG, and may be amended by mutual written agreement.
   a. This Agreement includes the annual "Sub-recipient Scope of Work" (Exhibit A), "Sub-recipient Budget" (Exhibit B), "Sample Sub-recipient Invoice" (Exhibit C) hereinafter referred to as Exhibits A, B, and C respectively, attached hereto and incorporated herein by this reference.
   b. SACOG's maximum payment obligation to the Sub-recipient is limited to those funds identified in Exhibit B.

2. Scope of Sub-recipient Responsibilities.
   a. SACOG shall engage the Sub-recipient and the Sub-recipient shall be responsible for the complete performance of the work described in Exhibit A, including the grant-funded and in-kind match work, in accordance with the budget constraints described in Exhibit B as reflected in the adopted Overall Work Program.
   b. In accordance with Title 49, CFR, Part 18, Sections 18.36 and 37 and state laws and procedures, Sub-recipient contracts for work identified in Exhibit A under "Consultant Work" are required to be competitively procured consistent with the Caltrans Local Assistance Program Manual, Chapter 10. Sub-recipient must also include the respective SACOG project manager in selection processes for work identified in Exhibit A.
   c. The Sub-recipient Project Manager shall coordinate all work described in the Exhibit A with the SACOG Project Managers identified under each work element listed in Exhibit B. SACOG shall not be obligated to make payments to the Sub-recipient until the Sub-recipient Project Manager has carried out the applicable responsibilities described herein and in compliance with Sections 6 through 8 of this Agreement.
   d. Sub-recipient shall establish an oversight structure and process at its governing board level. This oversight may be in the form of an existing or new committee, such as an Executive Committee, Budget and Personnel Committee, Audit Committee or Finance Committee to oversee compliance with the applicable Federal and State regulations cited herein.
3. **Personnel.** The Sub-recipient shall hire personnel to perform the work described in Exhibit A, only in the following manner:

   a. **Sub-recipient Personnel.** The Sub-recipient, upon approval and authorization of its governing body, shall utilize employees with salaries that do not vary on the basis of funds received from SACOG.

4. **Time of Performance.** The services provided pursuant to this Agreement shall begin upon issuance of a Notice to Proceed by SACOG to the Sub-recipient and shall continue until completion, but not later than June 30 of each year. The Notice to Proceed shall be issued upon receipt of final federal approval of the Overall Work Program.

5. **Materials to be Furnished to the Sub-recipient.**

   a. SACOG shall provide the Sub-recipient with a right to use (without charge by SACOG) information, data, reports, records and maps which are in possession of or readily available to SACOG, for the purposes of carrying out work under this Agreement. However, SACOG's proprietary information or otherwise confidential or privileged materials shall not be provided to the Sub-recipient, unless authorized by SACOG's legal counsel, except as provided under the Public Records Act and other state and federal laws.

   b. At the option of SACOG and if allowable under Federal and State grant requirements, SACOG may procure equipment, software, or other materials for use by the Sub-recipient, only for purposes of carrying out work described under this Agreement. The Sub-recipient agrees to comply with all license agreements for software or other materials procured by SACOG for use by the Sub-recipient.

   c. All equipment, software, or other materials provided to the Sub-recipient under this Agreement shall remain the property of SACOG and shall be returned to SACOG upon project completion.

6. **Invoices and Progress Reports.** In performing the work described in Exhibit A, the Sub-recipient may incur only the costs authorized by Exhibit B. Said costs shall comply with Sections 8 and 9 below. The Sub-recipient shall submit to SACOG, not more frequently than every month, but at least quarterly, each requisition for payment (Invoice) accompanied by a narrative progress report with deliverables as identified in Exhibit A.

   a. The Sub-recipient shall submit the following relative to an Invoice:

      i. An invoice with supporting documentation, including but not limited to cancelled checks and reports from the accounting system
that support the costs claimed, in duplicate, in accordance with the "Sample Sub-recipient Invoice", Exhibit C.

ii. A progress report that, in narrative form, describes progress toward completion of tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the work elements contained in Exhibit B; and

iii. Upon request of SACOG, additional information or documentation to support the costs contained in the Invoice.

b. The Sub-recipient shall submit an invoice to SACOG, no later than forty-five (45) days after the close of each quarter, describing progress toward completion of all tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the work elements contained in Exhibit B.

c. In the submittal of invoices the Sub-recipient shall include three, double-sided copies of all deliverables to the assigned SACOG Project Manager, in a commonly used electronic format or hard paper copy, as referenced in Section 9.

d. Year-end Invoices submitted in the fourth quarter and supporting documentation shall be received by SACOG on or before July 31st of each fiscal year. Invoices received by SACOG after July 31st for the preceding fiscal year shall not be paid.

e. Payment of Sub-recipient Invoices is contingent upon receipt by SACOG of the above documentation provided by the Sub-recipient, consistent with this Sections 6 though 8. Payment to the Sub-recipient is further contingent upon SACOG's determination, that the performance of the Sub-recipient meets federal, state and SACOG standards. Sub-recipient invoices shall be reviewed and submitted for payment by SACOG within 30 days of receipt. No expenses shall be denied without prior consultation with Sub-recipient and a written explanation detailing the basis for the denial.

f. Deadlines described in Sections 6 b-e may be waived if mutually agreed to by SACOG and the sub-recipient.

7. The Sub-recipient shall not be entitled to reimbursement of indirect costs unless a copy of an applicable, approved indirect cost plan has been received by SACOG prior to submittal of the first Invoice from the Sub-recipient.

8. Non-Federal Match. The Sub-recipient shall provide the required Cash and/or In-Kind match in accordance with Exhibit B (Cash and/or In-Kind match work), along with Local Match Reports provided in a format consistent with Exhibit C. Local Match Reports may be provided to SACOG by the Sub-recipient and/or local public agency(ies) within the Sub-recipient. However, it remains the responsibility of the
Sub-recipient to ensure SACOG receives the Cash and/or In-Kind Match Reports and documentation in accordance with the requirements below and the requirements described herein.

a. Cash Match Reports shall be submitted with invoices approved by the Sub-recipient Executive Director or his/her designee. Cash Match Reports shall include the name of the Sub-recipient, the applicable OWP Work Element, the amount of the match and the non-federal source of the matching funds and a statement that the source of funds are non-federal accompanied by an authorized signature of the Sub-recipient providing the match.

b. In-Kind Match Reports shall be submitted with invoices approved by the Sub-recipient Executive Director or his/her designee. In-Kind Match Reports shall include the following information: the name of the Sub-recipient and/or local public agency within Sub-recipient, applicable OWP number, description of services performed, period of the service performed, employee name, copies of timecards, actual pay rate, total hours worked, fringe benefit rate, indirect cost rate (if the rate is approved as part of an indirect cost plan submitted in accordance with Section 7 above), total cost incurred, and a statement that costs were funded with non-federal local funds accompanied by an authorized signature of the Sub-recipient and/or local agency(ies) providing the match. The Sub-recipient shall provide additional information or documentation relative to the Match Reports, upon request of SACOG.

9. **Cost Principles.**

a. Sub-recipient agrees to be bound by and shall require its Consultants and/or Contractors to comply with the following:

   i. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments, shall be used to determine the allowability of individual project cost items, and

   ii. The Federal administrative procedures in accordance with 49 Code of Federal Regulations, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

b. Any costs for which the Sub-recipient receives payment or credit that is determined by a subsequent audit or other review by either SACOG, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, 2 CFR Part 225, 48 CFR Chapter 1, Part 31; or 49 CFR, Part 18, shall be repaid by Sub-recipient within thirty (30) days of the Sub-recipient receiving notice of final audit findings.
c. All costs charged to this Agreement by the Sub-recipient shall be supported by properly executed payrolls showing labor (wage) rates per hour, and if applicable, copies of Internal Revenue Service W-2 or 1099 Forms, or both; time records, including timesheets or time cards signed by the employee and approved by the supervisor; and invoices and vouchers, evidencing in proper detail the nature of the charges. These costs shall comply with the cost principles cited above in paragraph 9 a. of this Agreement.

d. All deliverables published under this agreement shall include the following statement:

"The preparation of the report was financed in part through grants from the United States Department of Transportation (DOT) and facilitated by the Metropolitan Planning Organization, the Sacramento Area Council of Government. Additional financial assistance was provided by the California State Department of Transportation."

e. All deliverables produced under this agreement which include Sub-recipient logos shall also include the SACOG logo.

f. The Sub-recipient agrees to furnish documentation to SACOG to support this requirement that its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

10. Written and Electronic Versions of Work Products and Related Materials. The Sub-recipient shall provide copies of all its deliverables created pursuant to the Scope of Work to SACOG in an electronic format. Hard copies will also be provided upon SACOG’s request. Related materials, including any reports, newsletters or other written materials will also be provided in hard copy and/or electronic format, upon SACOG’s request.

a. Any graphic images accompanying the text of these written materials shall be included, in digitized form, in the electronic version.

b. The electronic versions of all written materials and accompanying graphic images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions.

c. Materials in the electronic version shall be presented to SACOG in a commonly used electronic format, including the native file.

d. SACOG shall be free to copyright material developed under this Agreement, to the extent allowable by law. The State and the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) reserve a royalty-free, nonexclusive and irrevocable license to
11. Records Retention and Audits.

a. The Sub-recipient shall maintain, and shall require that its Contractor maintain, all source documents, books and records connected with their performance of work initiated under this Agreement and each annual SACOG OWP for a minimum of three (3) years from the date of final payment to Sub-recipient or until audit resolution is achieved for each annual SACOG OWP, whichever is later, and shall make all supporting information available for inspection and audit by representatives of SACOG, the State, the Bureau of State Audits, or the Federal Government upon request. Copies will be made and furnished by SACOG upon request at no cost to SACOG.

b. The Sub-recipient shall establish and maintain, and shall require that its Contractor establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Invoices which segregate and accumulate the costs of work elements by line item which clearly identify reimbursable costs and other expenditures by OWP work elements.

c. The Sub-recipient agrees to include all costs associated with this Agreement and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by the Sub-recipient in compliance with Office of Management and Budget Circular A-133.

d. The Sub-recipient agrees to furnish documentation to SACOG to support this requirement that its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

12. Certifications and Assurances.

a. The Sub-recipient shall adhere to the requirements contained in SACOG’s annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SACOG’s OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in SACOG’s OWP. Such requirements shall apply to the Sub-recipient to the same extent as SACOG and may include, but are not limited to:

i. Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
ii. Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and


b. The Sub-recipient shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in SACOG's OWP. Such assurances shall apply to the Sub-recipient to the same extent as SACOG, and include but are not limited to the following areas:

i. Authority of Applicant and its Representatives
ii. Standard Assurances
iii. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
iv. Drug Free Work Place Agreement
v. Intergovernmental Review Assurance
vi. Nondiscrimination Assurance
vii. Disadvantaged Business Enterprise (DBE) Assurance
viii. Nondiscrimination on the Basis of Disability
ix. Procurement Compliance Certification
x. Certification and Assurance Required by the U.S. Office of Management and Budget.

c. Federal and State Lobbying Activities Certification.

i. By signing this Agreement, the Sub-recipient certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the marking of any State or Federal grant, the making of any Federal loan, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
ii. If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-recipient shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions.

d. The Sub-recipient shall further require its Contractor to comply with these Certifications. The Sub-recipient agrees to furnish documentation to SACOG to support this requirement that all of its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

e. The Executive Director (or other designated, authorized signatory) of the Sub-recipient shall sign an annual certifications and assurances form entitled "Affirmation of Sub-recipient," which shall be provided to SACOG separately at the time this Agreement and annual amendments to the Agreement are executed.

13. Equal Employment Opportunity/Nondiscrimination. In the performance of work undertaken pursuant to this Agreement, the Sub-recipient for itself, its assignees and successors in interest, shall affirmatively require that is employees and Contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

The Sub-recipient shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Sub-recipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government code sections reference above, are incorporated into this Agreement by reference and made a part hereof as set forth in full.

The Sub-recipient shall give written notice of their obligations under this clause to the labor organizations with which they have collective bargaining or other labor agreements.

a. Sanctions for Noncompliance: In the event of the Sub-recipient's noncompliance with the nondiscrimination provisions of this Agreement,
SACOG shall impose such contract sanctions as its or the DOT may determine to be appropriate, including, but not limited to:

i. Withholding of payments to the Sub-recipient under this Agreement until the Sub-recipient complies, and/or

ii. Cancellation, termination or suspension of the Agreement, in whole or in part.

iii. Incorporation of Provisions: The Sub-recipient shall include the provisions of this Section in every agreement with its Contractor. The Sub-recipient shall take such action with respect to any such agreement as SACOG or DOT may direct as a means of enforcing such provisions, including sanctions for noncompliance.

14. Conflict of Interest. The Sub-recipient and its officers, employees, and agents (including a Contractor) that perform work under this Agreement shall comply with Federal and State conflict of interest laws, regulations and policies, and applicable provisions of SACOG's Conflict of Interest Policy.

15. Independent Contractor. The Sub-recipient shall be independent contractors in the performance of this Agreement.

16. Disadvantaged Business Enterprise (DBE). It is the policy of SACOG, the California Department of Transportation, and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in the performance of Agreements financed in whole or in part with FHWA/FTA funds provided under this Agreement.

The Sub-recipients and its employees shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any State or FHWA/FTA funds-assisted contract or in the administration of SACOG's DBE program per the requirements of 49 CFR Part 26. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this Agreement or such other remedy SACOG may deem appropriate.

17. Disputes. Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California.

a. Neither the pendency of a dispute nor its consideration by SACOG or the State will excuse the Sub-recipient from full and timely performance in accordance with the terms of this Agreement.
18. **Hold Harmless.**

   a. Sub-recipient shall defend, indemnify and hold SACOG, its officers, agents and employees harmless from and against any and all liability, loss, expense or claims or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sub-recipient, its officers, agents or employees.

   b. SACOG shall defend, indemnify and hold Sub-recipient, its officers, agents and employees harmless from and against any and all liability, loss, expense or claims or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SACOG, its officers, agents or employees.

19. **Noncompliance.** In addition to such other remedies as provided by law, in the event of noncompliance with any grant condition or specific requirement of this Agreement, this Agreement may be terminated.

20. **Termination of Agreement.**

   a. **Termination for Convenience.** Either party may terminate this Agreement at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the Agreement shall be returned to SACOG at its option. The Sub-recipient shall return at the option of SACOG, all equipment, software, or other materials provided to the Sub-recipient under this Agreement. If this Agreement is terminated by SACOG, as provided herein, the Sub-recipient shall be reimbursed for expenses incurred prior to the termination date, upon compliance with Section 6 through 8 of this Agreement.

   b. **Termination for Cause.** If through any cause, the Sub-recipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Sub-recipient violates any of the covenants, agreements, or stipulation of this Agreement, SACOG shall thereupon have the right to terminate the Agreement by giving not less than ten (10) calendar days written notice to the Sub-recipient of the intent to terminate and specifying the effective date thereof. Said notice shall include a detailed description of the alleged violation and SACOG shall provide a reasonable opportunity for the Sub-recipient to cure prior to termination. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the Sub-recipient under this Agreement shall be provided to SACOG. At the option of SACOG, the
Sub-recipient shall return all equipment, software, or other materials provided to the Sub-recipient under this Agreement. The Sub-recipient shall be entitled to receive compensation for all work completed in accordance with Exhibit A prior to the effective date of termination.

21. **Environmental, Resource Conservation and Energy Requirements.** The Sub-recipient recognizes that many Federal and State statutes imposing environmental, resource conservation, and energy requirements may apply to the Project. The Sub-recipient agrees to adhere to any such Federal and State requirements.

22. **Notice.** Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Maura Twomey  
Executive Director  
Sacramento Area Council of Governmentss  
445 Reservation Road, Ste. G  
Marina, CA 93933

Title:  
Sub-recipient Agency Name:  
Address:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first herein written above:

Association of Monterey Bay Area Governments  
Sub-recipient Agency for

Executive Director  
Executive Director

Date: __________  
Date: __________
CCA Exhibit A

Work Element:

Project Description:

Project Products:

Tasks & Deliverables:

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Exhibit  B

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</tbody>
</table>

TOTAL

|         |                   |                                      |         |                  |       |
### Required Data

<table>
<thead>
<tr>
<th>OWP Work Element Info</th>
<th>Current Federal Reimbursement Info (88.53%)</th>
<th>Current Non-federal Match Info (11.47%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3 Total WE Budget (Federal Portion) without match</td>
<td>2 Non-federal Cash Match</td>
</tr>
<tr>
<td>2 Work Element Title from Approved OWP</td>
<td>4 Current invoice without non-federal match (federal portion)</td>
<td>8 Source of Cash (Must be non-federal funding)</td>
</tr>
<tr>
<td>5 Total federal funds spent to date including the current invoice but NOT including non-federal match</td>
<td>9 3rd party, In-kind, or Toll Credit Match Amount</td>
<td></td>
</tr>
<tr>
<td>6 Percent of Budget Expended YTD</td>
<td>10 Source of In-kind or 3rd party Amount (Must be non-federal funding)</td>
<td></td>
</tr>
<tr>
<td>11 Total Non-federal Match by Work Element</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Required Data

<table>
<thead>
<tr>
<th>Work Element</th>
<th>PL Task</th>
<th>Percent of Task Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 Work Element Number from Approved OWP</td>
<td>13 Work accomplished this quarter</td>
<td>14 Percent of tasks completed for the current quarter</td>
</tr>
</tbody>
</table>

Attachments should include documentation that supports costs claimed with this invoice. Supporting documentation can include but is not limited to cancelled checks, third party invoices, general ledger reports, payroll summaries, request for proposal documentation, reports from accounting system, etc.

Other supporting documentation such as timesheets, fringe benefit reports, policies or other personnel related documents must be maintained in the agencies office and made available for review if needed/requested.

Prior to agencies requesting reimbursement for indirect costs, they must provide a copy of their current Indirect Cost Allocation Plan Rate approval letter from Caltrans Audits and Investigations.
## OWP Work Element Info

<table>
<thead>
<tr>
<th>Work Element #</th>
<th>WE Title</th>
<th>PL Budget</th>
<th>WE Current Amount Billed</th>
<th>PL Billed YTD</th>
<th>Percent YTD</th>
<th>Cash</th>
<th>Source</th>
<th>3rd Party Inkind</th>
<th>Source</th>
<th>Total Non-federal Match</th>
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</thead>
<tbody>
<tr>
<td>101</td>
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<td></td>
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</tr>
</tbody>
</table>

**Totals**: $0.00  $0.00  $0.00  0%  $0.00  $0.00  $0.00  $0.00  $0.00  $0.00

Total PL matched With Cash / In-Kind: $0.00

---

## WORK ELEMENT NARRATIVE SUMMARY

**FY 2012-2013 WORK PROGRAM**

**BILLING PERIOD: 1st Qtr FY 2012-13**

### Work Element

**101**  **PL Task**

- 1.1
- 1.2
- 1.3

**112**  **PL Task**

- 1.1
- 1.2
- 1.3

**231**  **PL Task**

- 1.1
- 1.2
- 1.3

**251**  **PL Task**

- 1.1
- 1.2
- 1.3

---

*Updated May 2012*
<table>
<thead>
<tr>
<th>Task</th>
<th>PL Task</th>
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<tr>
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<td>1.3</td>
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<tr>
<td>Work Element Number</td>
<td>Current PL Billing Costs</td>
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<td>---------------------</td>
<td>-------------------------</td>
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<tr>
<td></td>
<td>Direct Labor</td>
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</table>
The Sacramento Area Council of Governments (SACOG) is the federally designated Metropolitan Planning Organization (MPO) for the El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba Counties. As an MPO, SACOG is required to carryout the metropolitan transportation planning activities for its tri-county metropolitan planning region as required under the federal and state regulations.

SACOG receives federal funds (FHWA PL) to carryout such activities through a continuing, cooperative, and comprehensive (3-C) planning process. SACOG provides FHWA PL funds to the Transportation Agency for Monterey County (Agency Name) to carryout metropolitan transportation planning activities through a Continuing Cooperative Agreement (CCA).

One condition of receipt and use of the FHWA PL funds is to demonstrate 11.47% non-federal match. The matching may be in the form of non-federal cash or services and must be properly documented by work element.

In accordance with Federal and State requirements, Agency Name agrees to the following:
- Assurance that non-reimbursed dollars are not already being used as a cost sharing or matching requirement by another Federal grant. [49 CFR Part 18.24(b)(1)].
- Assurance that the authorized non-reimbursed dollars are assignable to the associated time periods and the cost objectives listed [49 CFR Part 18.24(a)(2) and 2 CFR Part 225, Appendix A (3)(a)].
- Assurance that records have been maintained which support the non-reimbursed dollars. [49 CFR Part 18.24(b)(6) and Caltrans Regional Planning Handbook. Section 3.06].
- Assurance the non-reimbursed dollars are allowable costs under the associated federal/state funding program. [49 CFR Part 18.24(b)(7)(i) and 2 CFR Part 225, Appendix A (3)(a)].

Agency Name certifies, by signing below, that during the ---------------- monthly/quarterly of fiscal year ---------, Agency Name expended -------------------as identified on the attached spreadsheet, of non-reimbursed, non-federal match as required for the FHWA PL funds. Agency Name has documented and retained records to substantiate the non-reimbursed, non-federal match as included in this invoice.

<table>
<thead>
<tr>
<th>Project Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>OWP Work Element Number:</td>
<td></td>
</tr>
<tr>
<td>Reporting Period: From:</td>
<td>To</td>
</tr>
<tr>
<td>FHWA PL fund expenditure:</td>
<td></td>
</tr>
<tr>
<td>Non-Federal Match:</td>
<td></td>
</tr>
<tr>
<td>Non-Federal fund source:</td>
<td></td>
</tr>
</tbody>
</table>

Signature ___________________________ Date: ___________________________

Print Name ___________________________ Title ___________________________
Sacramento Area Council of Governments

Application for Consolidated Planning Grant (CPG) funds (FHWA PL & FTA 5303)
Fiscal Year XXXX-XX

Project Name: ____________________________________________________________

Agency: __________________________________________________________________

Contact: _________________________________________________________________
            (Name)    (Email address)    (Phone number)
            _________________________________________________________________
            (Street address)        (City)        (Zip)

Project Manager: __________________________________________________________
            (Name)    (Agency)    (Email address)
            _________________________________________________________________
            (Street address)        (City)        (Zip)        (Phone number)

Is this a new or existing project?  □ New    □ Existing

Total Project Cost: $_________________________

Federal Fund Requested: $_________________________

Local Matching Fund (11.47 % or higher): $____________ or ____________%

Matching Funds*:
*Expenditures for administration of the grant shall not exceed 5% of the total grant amount.

□ Secured / committed (fund type and amount):

1. ______________ $________
2. ______________ $________
3. ______________ $________
4. ______________ $________

□ Unsecured / committed (fund type and amount):

1. ______________ $________
2. ______________ $________
3. ______________ $________
4. ______________ $________
1. Project description: (Please include additional pages if necessary)

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

2. Project location and scope: (Please include additional pages if necessary)

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

3. Project goals and objectives (must be consistent with the Planning Emphasis Areas and Federal Planning Factors, as identified in the Regional Planning Handbook guidelines) (Please include additional pages if necessary).

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

4. Is the project regionally significant and how? Project addresses multi-county (i.e. Metropolitan Planning Area) level transportation planning needs and consistent with the Region’s adopted Metropolitan Transportation Plan strategies. (Please include additional pages if necessary)

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

5. Regional coordination and public participation: Please refer to the Sacramento Area Public Participation Plan (Please include additional pages if necessary)

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
6. **Scope of work, project timeline and budget:** *(Please include additional pages or a spreadsheet if necessary)*

The scope of work and project timeline is the official description of the work that is to be completed under the proposed project. **The scope of work must be consistent with the project timeline and budget.**

**The scope of work must:**

1. List all tasks and subtasks using the same title as stated in the project timeline.
2. Have task numbers in accurate and proper sequencing; consistent with the project timeline.
3. List the responsible party for each task and subtask. (i.e. is the work being performed by the applicant or consultant?)
4. Have a thorough and accurate description of each task and subtask.
5. Include a task for a kick-off meeting engaging at least staff from SACOG, RTPAs, Transit Agencies and Caltrans at the start of the project.
6. Include a task for procurement of consultants, if consultants are needed.
7. Include public participation and stakeholders’ engagement of the six county Sacramento Area.
8. Include a task for quarterly reporting to SACOG/Caltrans.
9. List the project milestones, deliverables for each task and quarterly reporting in the project timeline *(Please attach project schedule showing tasks, milestones, deliverables and cost).*
10. Project must be consistent with the region’s adopted MTP/SCS.

7. **The project addresses the following Emphasis Areas:** *(Please check one or more as applicable)*

- [ ] MAP-21 Implementation
- [ ] Models of Regional Planning Cooperation
- [ ] Ladders of Opportunity
8. The project addresses the following Priority Areas: (Please check one or more as applicable)

- Help implement federal, state and MPO’s priorities
- Major products demonstrates regional significance and supplements MTP-SCS
- Demonstrates collaborative efforts
- Collaborative public participation
- Maximizing use of planning funds available to region
- Strengthen the Regional Model and data analysis tools to evaluate plans, projects and performance measures

9. The project addresses the following Planning Factors: (Please check one or more as applicable)

- Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency
- Increase the safety of the transportation system for motorized and non-motorized users
- Increase the security of the transportation system for motorized and non-motorized users
- Increase the accessibility and mobility of people and for freight
- Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvement and State and local planned growth and economic development patterns
- Enhance the integration and connectivity of the transportation system across and between modes, people and freight
- Promote efficient system management and operation
- Emphasize the preservation of the existing transportation system

All grant application packages are required to be submitted via e-mail. An agency may only submit one application package per e-mail.
<table>
<thead>
<tr>
<th>Criteria</th>
<th>Finding</th>
<th>References</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subrecipient financial stability.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality of management systems and ability to meet management standards per CFR 2, Title 2, Chapter 2, Part 200.</td>
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<tr>
<td>Subrecipient history of performance in managing prior awards, including timeliness of compliance with reporting requirements.</td>
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<tr>
<td>Reports and findings from audits of subrecipients.</td>
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<tr>
<td>Subrecipient's ability to implement regulatory or other requirements.</td>
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<tr>
<td>Subrecipient debarrments and/or suspensions.</td>
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</tbody>
</table>