



STAFF REPORT

MEETING DATE:	5/8/13
SUBJECT:	Adopt the Fiscal Year 2013/14 Overall Work Program (OWP)
AGENDA ITEM:	11
STAFF CONTACT:	Daniel Wayne

SUMMARY:

The Overall Work Program (OWP) is the agency's annual work plan and corresponding budget. Approval by federal and state funding partners, certification by the federal government, and board adoption are prerequisites to receiving federal and state planning funds.

STAFF RECOMMENDATION:

It is recommended that the board of directors:

1. Adopt the FY 2013/14 OWP pursuant to Resolution 13-05 (attached);
2. Authorize the chair and executive director to sign the Indirect Cost Allocation Plan (ICAP) Submission Certification (attached), and necessary certifications and assurances that all OWP requirements have been met; and
3. Authorize the executive director to execute a Sub-Recipient Cooperative Agreement (attached) with respective partner agencies as a prerequisite to receiving funds through the OWP.

DISCUSSION:

Federal and state regulations governing the metropolitan transportation planning process requires the development of an OWP and corresponding budget detail. The OWP covers the next fiscal year (July 1 to June 30). It includes a prospectus, financial summary, and work elements which describe the agency's planning activities, deliverables and associated schedule.

The attached FY 2013/14 OWP has been prepared for consideration by the board of directors. In response to comments provided by California Department of Transportation (Caltrans), Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), several work elements have been consolidated to reduce overlap and improve oversight.

New or substantially revised work elements include: Freight & Goods Movement (WE 701.08); Air Quality & Climate Adaptation (WE 701.09); Bicycle and Pedestrian Planning (WE 703.01); and Intelligent Transportation Systems (ITS) Planning & Development (WE 705.01). A summary of FY 2013/14 work elements is provided below (Table 1).

Table 1: FY 2013/14 Work Elements

WORK ELEMENT		Key Task(s) for FY 2013/14
<i>Note: highlights = new or substantially reworked work elements</i>		
700.99	Indirect Costs	Account and receive federal reimbursement for eligible indirect costs
701.01	Development of RTP	Prepare 2015 RTP and accompanying Environmental Impact Report
701.02	Travel Demand Model	Complete, validate, and adopt new activity-based model
701.06	Interagency Coordination & Policy Monitoring	Coordinate with other regional agencies and state workgroups on issues, legislation, and other topics affecting the region
701.07	Sustainable Communities (Round 2)	Develop and incorporate SCS into 2015 RTP in consultation with partner agencies
701.08	Freight & Goods Movement	Implement findings and recommendations of the 'North State Transportation for Economic Development Study'
701.09	Air Quality & Climate Adaptation	Review and integrate recent 'Guidance to California Regional Agencies for Incorporating Climate Change Adaptation in Regional Transportation Plans' from Caltrans
701.11	Highway Performance Monitoring System	Support data collection and transmission to Caltrans for federal travel data requests
702.01	Programming of TIPS	Develop candidate projects for transportation programming needs under federal, state, and local transportation improvement programs consistent with the RTP and fiscal constraints
702.02	OWP Management & Administration	Administer current OWP and prepare next fiscal year's OWP
703.01	Bicycle & Pedestrian Planning	Develop program of projects based on 2% TDA and utilize to leverage state and federal funding for bicycle and pedestrian related improvements
704.01	SRTA Board & TAC Meetings	Carry out the agency's work program in transparency and under direction of the board of directors
704.04	Public Participation & Info Dissemination	Provide access and opportunity for the public to meaningfully impact the agency's plans, policies, and decisions
705.01	ITS Planning & Development	Implement findings and recommendations from the 'Traffic Data Collection and Sharing Feasibility Study'
705.02	GIS Applications	Ongoing development of GIS data and spatial analysis capabilities in support of planning, communications, and decision making
706.02	Consolidated Transit Planning & Coordination	Administer Unmet Transit Needs Assessment, RABA Short Range Transit Plan, and Coordinated Human Services Transportation Plan
707.01	Review Corridor Studies & Projects	Review and comment on plans and projects for consistency with RTP
707.02	Safe Routes to School	Administer Safe Routes to School grant on behalf of Shasta County Health and Human Services Agency
708.03	Management of TDA	Receive and allocate Local Transportation Fund (LTF) and State Transit Assistance (STA) funds for eligible uses
708.99	TDA Unreimbursed Direct	Participate in interregional, state, and national associations, including the California Association of Councils of Governments (CalCOG)

At the request of state and federal funding partners, the agency has also prepared a Subrecipient Cooperative Agreement to improve the management of regional projects carried out by local agencies, and to ensure local agency compliance with federal and state regulations. Any partner agency receiving funds via the FY 2013-14 OWP will need to complete this agreement.

ALTERNATIVES:

The board of directors may approve the FY 2013/14 OWP with specific modifications. Major changes would require additional consultation with state and federal partners. The board of directors may also continue this item to the June meeting which could delay state and federal reimbursements.

OTHER AGENCY INVOLVEMENT:

The agency's draft FY 2013/14 OWP has been reviewed and commented upon through a series of meetings and consultations with state and federal funding partners. All comments received have been evaluated and addressed. The following work elements include funds for local agencies: Sustainable Communities Planning (WE 701.07); Data Collection for Highway Performance Monitoring System (WE 701.11); Bicycle & Pedestrian planning (WE 703.01); Transit Planning & Coordination (WE 706.02) and Safe Routes to School (WE 707.02). In all, approximately \$638,000 has been budgeted in the FY 2013/14 OWP as sub-recipient funds to the cities, county and RABA. The Technical Advisory Committee concurs with the staff recommendation.

FINANCING:

Although the newly independent SRTA is yet to have a full year of actual expenditures, current year-to-date expenditures and the FY 2012/13 OWP budget were referenced to arrive at an estimated FY 2013/14 budget of \$1,891,856. By way of comparison, the current year budget is \$2,346,743. Contributing factors for a reduced budget include variations in grant fund revenues (new grants will be amended into the OWP if awarded), reduced staff expenses, and reduced overhead costs versus what was charged to the agency under the county and assumed in the independent agency's first-year budget.



Daniel S. Little, AICP, Executive Director

Attachments: Resolution No. 13-05
Comparative OWP Charts and Figures
2013 ICAP/ICRP Submission Certification
Sub-Recipient Cooperative Agreement
Final Draft FY 2013/14 Overall Work Program (hard copy provided to board members only)
Document available at http://www.srta.ca.gov/RT_OWP.html

RESOLUTION



RESOLUTION NUMBER:	13-05
SUBJECT:	Adoption of the Fiscal Year 2013/14 Overall Work Program

WHEREAS, the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), as a condition to the allocation of federal transportation planning funds, require each Metropolitan Planning Organization (MPO) to annually develop a comprehensive Overall Work Program (OWP) as a planning, programming, and budgeting tool for the coming fiscal year; and

WHEREAS, the Shasta Regional Transportation Agency (SRTA) developed a draft FY 2013/14 OWP with well-defined work elements; and

WHEREAS, the draft OWP was submitted to state and federal funding agencies for review and comment, upon which all comments were considered and incorporated into the final OWP as appropriate; and

WHEREAS, the draft OWP has been reviewed and is found to conform to all state and federal planning requirements and to reflect the priorities, scope of work, and level of effort required for regional transportation planning for fiscal year (FY) 2013/14.

NOW, THEREFORE, BE IT RESOLVED that the board of directors:

1. Approves and adopts the FY 2013/14 OWP; and
2. Authorizes the executive director to make minor administrative changes and corrections as needed in response to further comments provided by approving agencies.

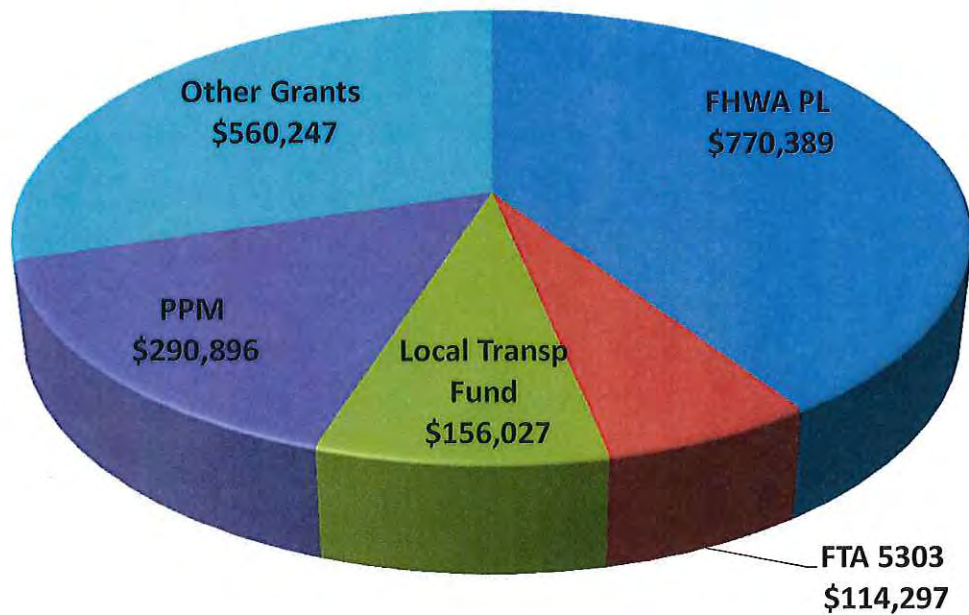
NOW, THEREFORE, BE IT FURTHER RESOLVED that the Shasta Regional Transportation Agency:

3. Authorizes the executive director to sign annual certifications and assurances that all funding program requirements have been met; and
4. Authorizes the chair to sign the 2013 Indirect Cost Allocation Plan/Indirect Cost Rate Proposal (ICAP/ICRP) Submission Certification

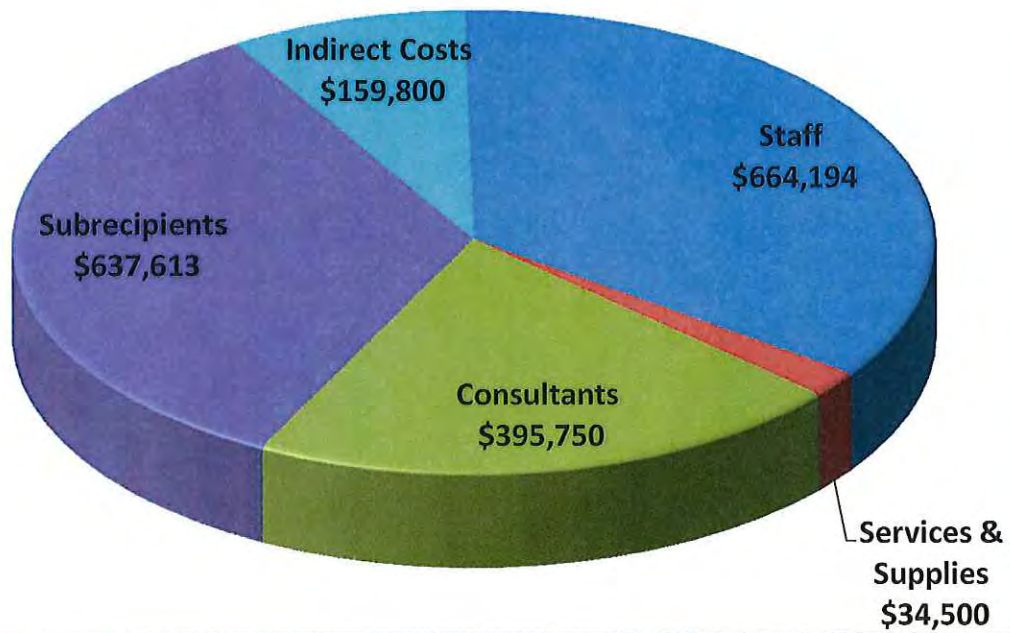
PASSED AND ADOPTED this 8th day of May, 2013, by the Shasta Regional Transportation Agency.

Greg Watkins, Chair
Shasta Regional Transportation Agency

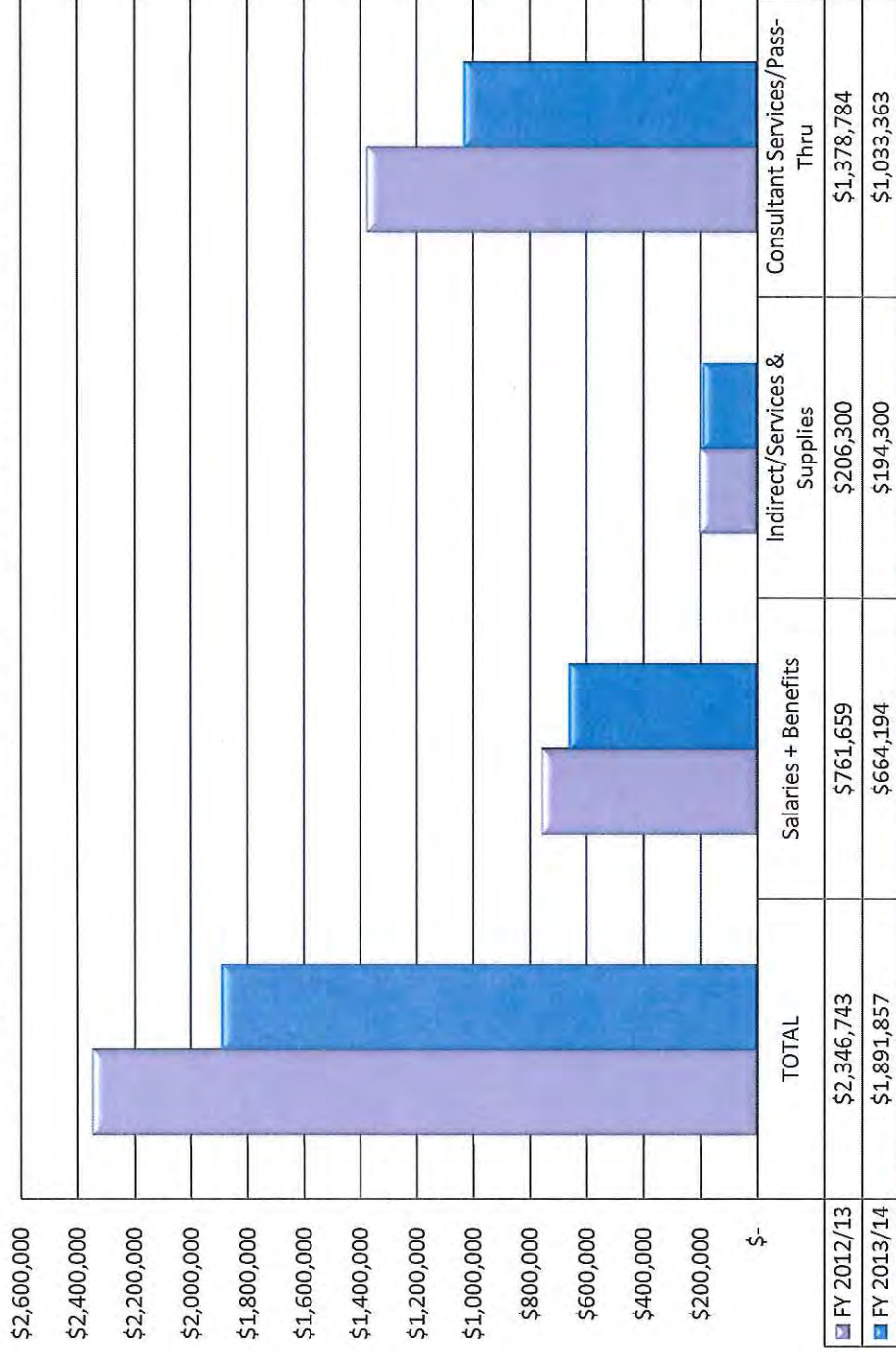
**Shasta Regional Transportation Agency:
FYI 2013/14 Budgeted Revenue**



**Shasta Regional Transportation Agency:
FY 2013/14 Budgeted Expenses**



Shasta Regional Transportation Agency Budgeted Comparison (FY 2012/13 vs. FY 2013/14)



2013 ICAP/ICRP SUBMISSION CERTIFICATION

ICAP/ICRP SUBMISSION CERTIFICATION

Shasta Regional Transportation Agency (SRTA) Indirect Cost Rate FY 2013/14

The indirect cost rate plan contained herein is for use on grants, contracts and other agreements with the Federal Government and the California Department of Transportation (Department), subject to the provisions in Section II. This rate was prepared by the SRTA and accepted by the Department.

SECTION I: Rates

<u>Rate Type*</u>	<u>Effective Period</u>	<u>Rate**</u>	<u>Applicable to</u>
Fixed w/carry forward	7/1/13 to 6/30/14	48.75%	SRTA

* Base: Total Direct Salaries and wages plus Fringe benefits

SECTION II: General Provisions

A. Limitations:

The rate in this Agreement is subject to any statutory or administrative limitations and applies to a given grant, contract, or other agreement only to the extent that funds are available.

Acceptance of the rate is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; (4) The information provided by the organization which was used to establish the rate is not later found to be materially incomplete or inaccurate by the Federal Government or the Department. In such situations the rate would be subject to renegotiation at the discretion of the Federal Government or the Department; (5) Prior actual costs used in the calculation of the approved rate are contained in the grantee's Single Audit which was prepared in accordance with OMB A-133. If a Single Audit is not required to be performed, then audited financial statements should be used to support the prior actual costs; and, (6) This rate is based on an estimate of the costs to be incurred during the period.

B. Accounting Changes:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

C. Fixed Rate with Carry Forward:

The fixed rate used in this Agreement is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined – either by the grantee’s Single Audit, or if a Single Audit is not required, then by the grantee’s audited financial statements – any differences between the application of the fixed rate and actual costs will result in an over or under recovery of costs. The over or under recovery will be carried forward, as an adjustment to the calculation of the indirect cost rate, to the second fiscal year subsequent to the fiscal year covered by this plan.

D. Audit Adjustments:

Immaterial adjustments resulting from the audit of information contained in this plan shall be compensated for in the subsequent indirect cost plans approved after the date of the audit adjustment. Material audit adjustments will require reimbursement from the grantee.

E. Record Retention:

The proposal and all related documentation must be retained for audit in accordance with the record retention requirements of the State or Federal agreements for which the indirect rate will be billed or for three years after the fiscal year for which the rate is calculated, whichever is longer.

F. Use by Other Federal Agencies:

Authority to accept this agreement by the Department has been delegated by the Federal Highway Administration, California Division. The purpose of this acceptance is to permit subject local government to bill indirect costs to Title 23 funded projects administered by the Federal Department of Transportation (DOT). This acceptance does not apply to any grants, contracts, projects, or programs for which DOT is not the cognizant Federal agency.

The acceptance will also be used by the Department in State-only funded projects.

G. Other:

If any Federal contract, grant, or other agreement is reimbursing indirect costs by a means other than the accepted rate in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the accepted rate to the appropriate base to identify the proper amount of indirect cost allocable to these programs.

H. Rate Calculation:

FY 2013 Budget Indirect Costs	\$270,053
Carry Forward from FY 2011	<u> \$0 </u>
Budgeted FY 2013 Indirect Costs	\$270,053
FY 2013 Budgeted Direct Salaries & Wages (or applicable base)	\$553,940
FY 2013 Indirect Cost Rate	48.75%

CERTIFICATION OF INDIRECT COSTS

This is to certify that I, Daniel Little, have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

- (1) All costs included in the proposal to establish billing or final indirect cost rates for fiscal year 2013/14 (July 1, 2013 to June 30, 2014) are allowable in accordance with the requirements of the Federal and State award(s) to which they apply and 2 Code of Federal Regulations (CFR), Part 225, "Cost Principles for State, Local, and Indian Tribal Governments." Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.
- (2) All costs included in this proposal are properly allocable to Federal and State awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal Government and the Department will be notified of any accounting changes that would affect the final rate.
- (3) Additionally, I understand that in accordance with 2 CFR, Part 225, Appendix E, Section E.4, refunds shall be made if proposals are later found to have included costs that are unallowable as specified by law or regulation, as identified in Appendix B to this part, or by the terms and conditions of Federal and State award, or are unallowable because they are clearly not allocable to Federal or State awards. These adjustments or refunds will be made regardless of the type of rate negotiated (predetermined, final, fixed or provisional).

I acknowledge as a representative of the Shasta Regional Transportation Agency that the proper use and application of the indirect rate contained in this indirect cost rate proposal is the responsibility of the Shasta Regional Transportation Agency and such use may be subject to audit by the Department or Federal Highway Administration. Failure to cooperate with an audit can result in the withdrawal of Department acceptance and require immediate reimbursement of previously reimbursed indirect costs.

I declare that the foregoing is true and correct.

Government Unit: Shasta Regional Transportation Agency (SRTA)

Signature: _____

Signature: _____

Reviewed, Approved and Submitted by:

Prepared by:

Name of Official: Greg Watkins

Name of Official: Dan Little

Title: SRTA Chair

Title: Executive Director

Date of Execution: _____

Telephone No.: 530-262-6191

INDIRECT COST RATE SUBMISSION ACCEPTANCE

The Department has received this ICAP/ICRP and accepts the plan for billing and reimbursement purposes.

Signature

Accepted by:

NAME

Position: _____

Date: _____

Phone Number: _____

SUB-RECIPIENT COOPERATIVE AGREEMENT

SUB-RECIPIENT COOPERATIVE AGREEMENT

between

SHASTA REGIONAL TRANSPORTATION AGENCY

and

THIS AGREEMENT is entered into effective _____,
between the _____ (hereinafter referred to as
Sub-recipient) and the Shasta Regional Transportation Agency (hereinafter referred to
as SRTA).

RECITALS

WHEREAS, the Sub-recipient is a sub-recipient of state and federal planning funds programmed in SRTA's annual Overall Work Program (OWP), administered by and through SRTA. The SRTA 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 SRTA and its Sub-recipients.

WHEREAS, for other funds not covered under the OWPA and MFTA terms referenced and set forth under this AGREEMENT, the Sub-recipient shall be beholden to the terms of this AGREEMENT, unless superseded in the other funds grant agreement(s) signed by SRTA. Funding agencies that provide monies which are not included in the OWPA and MFTA sometimes have their own controls which may not be included herein. For non-OWPA and non-MFTA funds, the other funds grant agreement(s) shall have precedence in the event of contrary instruction/requirement. Copy of said other funds grant agreement will be provided by SRTA to the Sub-recipient. Other funds not subsumed under the OWPA and MFTA terms referenced and set forth under this AGREEMENT will also be incorporated into SRTA's annual OWP.

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

WHEREAS, SRTA 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, SRTA 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, SRTA and the Sub-recipient intend to ensure their respective cost accounting systems meet federal and state regional planning fund requirements; and

WHEREAS, SRTA 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 an annual arrangement between the Sub-recipient and SRTA, and may be amended by mutual written agreement and is subject to annual renewal.
 - a. This AGREEMENT includes appendices, "Sub-recipient Scope of Work" (Appendix A), "Sub-recipient Budget" (Appendix B), and "Sample Sub-recipient Invoice" (Appendix C) hereinafter referred to as Appendices A, B, and C, respectively, attached hereto and incorporated herein by this reference.
 - b. This AGREEMENT includes, only as applicable, "Special Conditions" (Appendix D) hereinafter referred to as Appendix D, attached hereto. This Appendix D will be used to outline requirements for other funds not subsumed under the OWPA and MFTA set forth under this AGREEMENT.
 - c. SRTA'S maximum payment obligation to the Sub-recipient is limited to those funds identified in Appendix B.
2. Scope of Sub-recipient Responsibilities.
 - a. SRTA shall engage the Sub-recipient and the Sub-recipient shall be responsible for the complete performance of the work described in Appendix A, including the grant-funded, local, and in-kind match work, in accordance with the budget constraints described in Appendix 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 attached Appendix A under "Consultant Work" are required to be competitively procured under the Sub-recipient's established procurement policies. Sub-recipient must also include the respective SRTA project manager in selection processes for subcontracting work identified in Appendix A.
 - c. The Sub-recipient Project Manager shall coordinate all work described in Appendix A with the SRTA Project Managers identified under each project listed in Appendix B. SRTA shall not be obligated to make payments to the Sub-recipient until the Sub-recipient Project Manager has carried out the responsibilities described herein and in compliance with Sections 6 through 8 of this AGREEMENT.
 - d. Sub-recipient shall maintain 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 a 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 Appendix A, only in the following manner:
4. Time of Performance. The services provided pursuant to this AGREEMENT shall begin upon issuance of a Notice to Proceed by SRTA to the Sub-recipient and shall continue until completion, but not later than June 30 each year. The Notice to Proceed shall be issued upon receipt of final federal approval of the Overall Work Program (OWP) or, alternatively, annual SRTA Board of Directors approval of the OWP only in those instances that the Sub-recipient funds are not subject to the OWPA and MFTA.
5. Materials to be Furnished to the Sub-recipient.
 - a. SRTA shall provide the Sub-recipient with a right to use (without charge by SRTA) information, data, reports, records, and maps which are in the possession of or readily available to SRTA, for the purposes of carrying out work under this AGREEMENT. However, SRTA's proprietary information or otherwise confidential or privileged materials shall not be provided to the Sub-recipient, unless authorized by SRTA's legal counsel.
 - b. At the option of SRTA and if allowable under federal and state grant requirements, SRTA 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 SRTA 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 SRTA and shall be returned to SRTA upon project completion or termination.
6. Invoices and Progress Reports. In performing the work described in Appendix A, the Sub-recipient may incur only the costs authorized by Appendix B. Said costs shall comply with Sections 8 and 9 below. The Sub-recipient shall submit to SRTA, 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 Appendix A.
 - a. The Sub-recipient shall submit the following relative to an Invoice:
 - i. An invoice with supporting documentation (including receipts for purchases of items \$100.00 or greater), including but not limited to reports from the accounting system that support the costs claimed, in accordance with the "Sample Sub-recipient Invoice," Appendix 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 Appendix A; and
 - iii. Upon request of SRTA, additional information or documentation to support the costs contained in the Invoice.
 - b. The Sub-recipient shall submit an invoice to SRTA, no later than twenty (20) 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 Appendix A.
 - c. In the submittal of invoices the Sub-recipient shall provide double-sided, hard copies of all completed products and/or deliverables to the assigned SRTA Project Manager, and a commonly used electronic format, as referenced in Section 10.
 - d. Year-end Invoices and supporting documentation shall be received by SRTA on or before July 31st of each fiscal year. Invoices received by SRTA after July 31st for the preceding fiscal year shall not be paid.
 - e. Payment of Sub-recipient Invoices is contingent upon receipt by SRTA of the above documentation provided by the Sub-recipient, consistent with Sections 6 through 8. Payment to the Sub-recipient is further contingent upon SRTA's determination that the performance of the Sub-recipient meets federal, state and SRTA standards. Sub-recipient invoices shall be reviewed and submitted for payment by SRTA within thirty (30) days of receipt. Delays or non-receipt of SRTA funds may be passed on to the Sub-recipient by SRTA if reimbursement is not timely and/or does not occur.
 - f. Deadlines described in Sections 6 b-e may be waived if mutually agreed to by SRTA and the Sub-recipient.
7. The Sub-recipient shall not be entitled to reimbursement of indirect costs unless a copy of a Caltrans-approved, indirect cost allocation plan has been received by SRTA 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 Appendix B, along with Local Match Reports provided in a format consistent with Appendix C. Local Match Reports may be provided to SRTA 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 SRTA 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, City Manager, General Manager 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, City Manager, General Manager 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 the Sub-recipient, applicable OWP work element number, description of services performed, period of the service performed, employee name, 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 SRTA.

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 SRTA, 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 49CFR, Part 18, shall be repaid by Sub-recipient within thirty (30) days of the Sub-recipient receiving notice of 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, time records, 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 reports and documents produced under this AGREEMENT using federal transportation funds shall include the following statement:

"The preparation of the report was financed in part through grants from the United States Department of Transportation (DOT) as facilitated by the Metropolitan Planning Organization, the Shasta Regional Transportation Agency. Additional financial assistance was provided by the California State Department of Transportation."

Alternatively, for other funds not subsumed under the OWPA and MFTA set forth under this AGREEMENT, Sub-recipient should use the above wording, referencing the applicable federal and/or state funding agency per the other funds grant agreement.

- e. The Sub-recipient agrees to furnish documentation to SRTA 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 of its deliverables, as well as support data created pursuant to the Scope of Work to SRTA in electronic format. Hard copies will also be provided upon SRTA request. Related materials, including any reports, newsletters or other written materials, will also be provided in hard copy and/or electronic format, upon SRTA request.

- a. Any graphics or images accompanying the text of these written materials shall be included in the electronic version, in a format (e.g. JPEG, BMP, or PNG) requested by SRTA staff. The quality of the images will be a minimum 300-600 DPI resolution, typically a 3MB or more file size.
- b. The electronic versions of all written materials, data files, and accompanying graphics or 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 SRTA in a medium pre-approved in writing by the SRTA Project Manager. For reports this would typically be in Microsoft Word and Adobe Acrobat formats.
- d. SRTA shall be free to copyright material developed under this AGREEMENT. The applicable federal and/or state funding agency may reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, work products funded under this AGREEMENT for government purpose.

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 SRTA 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 SRTA OWP, whichever is later, and shall make all supporting information available for inspection and audit by representatives of SRTA, the state, the Bureau of State Audits, or the federal government upon request. Copies will be made and furnished by SRTA upon request, at no cost to SRTA.
- 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. Neither the pendency of a dispute nor its consideration by SRTA or the state will excuse the Sub-recipient from full and timely performance in accordance with the terms of this AGREEMENT.
- e. The Sub-recipient agrees to furnish documentation to SRTA 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 SRTA's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SRTA's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in SRTA'S OWP. Such requirements shall apply to the Sub-recipient to the same extent as SRTA 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
 - iii. The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (DOT) implementing regulations (49 CFR 27, 37, and 38).
- 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 SRTA'S OWP. Such assurances shall apply to the Sub-recipient to the same extent as SRTA, 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 Assurances 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 making of any state or federal grant, the making of any federal loan, the entering into of 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.
 - iii. This certification is a material representation of fact, upon which reliance was placed when this AGREEMENT 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.C. and by the MFTA between SRTA and the state or, alternatively, the grant agreement with the respective funding entity.
- d. The Sub-recipient shall further require its Contractor to comply with these Certifications. The Sub-recipient agrees to furnish documentation to SRTA 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 attached to this AGREEMENT 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 its 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 thereunder (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 referenced 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 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, SRTA shall impose such contract sanctions as it, the DOT, or other applicable funding agency 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 SRTA, the DOT, or other applicable funding agency 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 SRTA's Conflict of Interest Policy.
15. Independent Contractor. The Sub-recipient and its officers, employees, and agents shall be independent contractors in the performance of this AGREEMENT.
16. Disadvantaged Business Enterprise (DBE). It is the policy of SRTA, 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-recipient 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 SRTA'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 SRTA 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 Shasta County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.
 - a. Neither the pendency of a dispute nor its consideration by SRTA 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 SRTA, 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. SRTA 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 SRTA, its officers, agents or employees.
 - c. The Sub-recipient further agrees to reimburse SRTA for claims, demands, costs or liability associated with the incomplete performance of work contained in Appendix A, in the event that the Sub-recipient terminates this AGREEMENT in accordance with Section 20.a. herein.
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 SRTA at its option. The Sub-recipient shall return at the option of SRTA, all equipment, software, or other materials provided to the Sub-recipient under this AGREEMENT. If this AGREEMENT is terminated by SRTA, as provided herein, the Sub-recipient shall be reimbursed for expenses incurred prior to the termination date, in accordance 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 stipulations of this AGREEMENT, SRTA 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. SRTA 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 SRTA. At the option of SRTA, 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 satisfactorily completed, in SRTA's judgment, in accordance with Appendix 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:

Daniel S. Little
 Executive Director
 Shasta Regional Transportation Agency
 1255 East Street, Suite 202
 Redding, CA 96001

Name
 Title
 Sub-recipient

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

Shasta Regional Transportation
 Agency

Sub-recipient

 Daniel S. Little, AICP,
 Executive Director

Date: _____

 Name

 Title

Date: _____

 John Kenny
 SRTA Legal Counsel

Date: _____

 Name
 Sub-Recipient Legal Counsel

Date: _____

Appendix A – City of Anderson Scope of Work

Work Element: 701.11 – Traffic Data Collection and HPMS Reporting

Project Description:

For the City of Anderson to work with SRTA in the collection of local road data; and in support of Caltrans, for the annual reporting of data to the national Highway Performance Monitoring System (HPMS) as required under the following codes: EPA Section 187; 23 CFR 420.105(b); 23 CFR 460.3(b); 23 CFR 500.204(b); and 40 CFR 93.122(b)(3).

Project Products:

- City of Anderson HPMS data gathering and reporting to SRTA.

Tasks & Deliverables:

	Tasks	Deliverables	Due Date	OWP Task No.
Data Collection & Reporting \$14,400.00	Local Agencies Traffic Operation Coordination meetings held every other Tuesday – 26 x per year.	Meeting minutes to SRTA	Bi-weekly	1.1
	Prepare federal HPMS reports and select link counts for validation of TDM.	HPMS reports and select link counts to Caltrans and SRTA	January - May	1.2
	Maintain collision databases for consultations and development of SHSP.	Collision databases	As needed	1.3
	Perform initial collision report review: Segregate serious injury and fatal collisions for further review.	Analysis	Periodically	1.4
	Conduct field reviews and prepare collision assessment reports for serious injury and fatal collisions.	Collision assessment reports	At outset of year	1.5
	Import SWITRS data into Crossroads Collision Database software.	SWITRS data input into CCD	Periodically	1.6
	Use Crossroads software to produce GIS shape files for use in collision history maps.	Collision history maps	As needed	1.7
	Utilize collision history maps as an aid in assessing potential collision patterns.	Collision pattern assessments	Periodically	1.8

Shasta Regional Transportation Agency
Fiscal Year 2013-14 Sub-recipient Budget for SRTA Funds
Sub-recipient: City of Anderson

Work Element	Project Name	SRTA Project Manager	City of Anderson Project Manager	PPM	FHWA PL	FTA 5303	SRTS	Non-federal Match	Total
701.07	Sustainable Communities Planning	Dan Wayne		\$3,000.00				\$ -	\$3,000.00
701.11	Traffic Data Collection & HPMS Reporting	Sean Tiegden			\$14,400.00			\$1,865.67	\$16,265.67
703.01	Bicycle and Pedestrian Planning	Dan Wayne			\$1,500.00			\$194.34	\$1,694.34
	TOTAL			\$3,000.00	\$15,900.00	\$0.00	\$0.00	\$2,060.01	\$20,960.01

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