

REPORT TO SHASTA COUNTY RTPA

SUBJECT	MEETING DATE	ITEM NUMBER
Master Fund Transfer Agreement Between Caltrans and Shasta County	12/09/03	3-3

RECOMMENDATION:

It is recommended that the Board authorize the Chairman to sign the attached Master Fund Transfer Agreement (MFTA) and resolution.

SUMMARY:

Caltrans is proposing to amend the fund transfer agreement process that involves the reimbursement of costs and administration of funds for work elements in the Overall Work Program (OWP).

DISCUSSION:

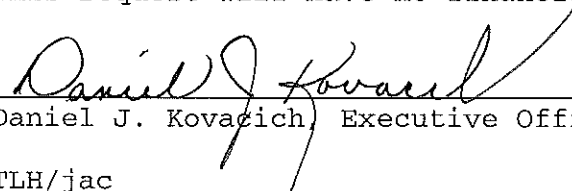
Caltrans is updating the MFTA to reflect changes in State and Federal regulations and provides further clarification of requirements for using State and Federal planning funds. The new agreement supercedes the prior agreement dated June 25, 1996. This agreement has been reviewed by RTPA legal counsel and is recommended for approval.

OTHER AGENCY INVOLVEMENT:

The Technical Advisory Committee has considered this request and recommends approval to the RTPA Board.

FINANCIAL IMPACT:

This request will have no financial impact on the RTPA.


Daniel J. Kovacich, Executive Officer

TLH/jac

Attachments: Resolution 03-09
Master Transfer Agreement

RESOLUTION
03-09
CERTIFYING COMPLIANCE WITH FEDERAL
JOINT URBAN TRANSPORTATION PLANNING REGULATIONS

WHEREAS, the joint urban transportation planning regulations (23 CFR Part 450 and 49 CFR Part 613) require each metropolitan planning organization (MPO) to certify that its planning process is being carried out in conformance with all applicable Federal rules and regulations;

WHEREAS, the Shasta County Regional Transportation Planning Agency (SCRTPA) is the designated MPO for Shasta County and is responsible for carrying out the transportation planning process in Shasta County;

WHEREAS, the certification evaluation must establish the adequacy of the transportation planning process and the resulting plans and programs;

WHEREAS, a review of the transportation planning process in relation to Federal requirements has established that all necessary documentation is on file along with SCRTPA endorsements.

NOW, THEREFORE BE IT RESOLVED, that Shasta County Regional Transportation Planning Agency finds that the transportation planning process is being carried out in conformance with all applicable Federal requirements.

PASSED AND ADOPTED this 9th day of December 2003, by the Shasta County Regional Transportation Planning Agency.

Pat Kight, Chairman
Shasta County Regional
Transportation Planning Agency

DEPARTMENT OF TRANSPORTATION**OFFICE OF REGIONAL PLANNING**

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*Flex your power!
Be energy efficient!*

November 14, 2003

Dan Kovacich, Executive Officer
Shasta County Regional Transportation Planning Agency
1855 Placer Street
Redding, CA 96001

Dear Mr. Kovacich:

The California Department of Transportation (Department), Office of Regional and Interagency Planning (ORIP), has completed an update to the Master Fund Transfer Agreement (MFTA). The update reflects changes in State and Federal regulations and provides further clarification of requirements for using State and Federal planning funds. The attached MFTAs, when fully executed, will supercede SHASMFTA, dated June 25, 1996, and allow the Department to reimburse the Shasta County Regional Transportation Planning Agency (SCRTPA) for expenditures related to Federal and State funds administered by and through ORIP.

Attached are six original MFTAs for the SCRTPA's approval and Executive Officer's and Legal Counsel's signatures, of which are requested to be blue ink originals. An adopted resolution, approving the execution of the contract, is required to accompany the six, signed MFTAs. If there is an approved resolution, authorizing staff to execute documents and or contracts for planning funds, it will not be necessary to adopt a new resolution. Please process the MFTAs and return them, along with the resolution, to Debbie Pedersen, at 225-3259, by January 5, 2004.

Sincerely,

A handwritten signature in cursive script that reads "Scott White".

SCOTT WHITE

Chief

Office of Regional Planning

Attachments

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION PLANNING**

MASTER FUND TRANSFER AGREEMENT

Recipient: Shasta County Regional Transportation Planning Agency,

a Metropolitan Planning Organization (MPO)

Effective Date of this Agreement: _____

Termination Date of this Agreement: _____ (agreements in effect for 10 years)

FUND SOURCES COVERED BY THIS AGREEMENT MAY INCLUDE ALL OR SOME OF THE FOLLOWING 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 5313(b)
- ◆ Any other Federal or State Funds administered by and through Department of Transportation, Office of Regional and Interagency 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 supercedes 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 (CPG) and any other Federal or State funds administered by and through the Department of Transportation, Office of Regional and Interagency Planning.

CPG 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 5313(b)), both 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 and other purposes 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 together with the annual OWP, and Overall Work Program Agreement, hereinafter referred to as the OWPA, set forth the entire terms and conditions under which these funds are to be expended by the MPO for the fiscal year period of that OWP and 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 for approval by STATE, FTA and FHWA, as applicable. This submittal, due no later than thirty (30) days prior to each federally scheduled Intermodal Planning Group meeting or by March 1, whichever is earlier, 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 OWP must expressly adopt and incorporate the terms and conditions of this MFTA by reference as an express part of each OWP.
- 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 laws.
- D. MPO will include in each annual OWP, a signed federal (FHWA and FTA) Annual "Metropolitan Transportation Planning Process Certification" form and a signed annual FTA "Certifications and Assurances for FTA Assistance" form (refer to Article IV, Section 1).
- E. The 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 OWPA. Funds will not be encumbered or reimbursed by the STATE to MPO until an 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 OWPA.

- 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 planning funds and encumbered by STATE via the OWPA.
- H. 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.
- I. 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 - June 30. All work subsequent to the end of each fiscal year (June 30) can only be reimbursed in the following fiscal year and is subject to the approved OWP and OWPA for that corresponding fiscal year.

There can be no reimbursements made prior to the passage of the State Budget Act for any fiscal year.

- J. 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 OWPA. Credit for local match will be allowed only for work performed during the approved term of the OWPA.
 - K. MPO further agrees to ensure that amendments to a previously approved OWP and OWPA are adopted by the MPO Board and approved by STATE, the 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, and/or moving funds between work elements; or revising a scope of work. OWP and OWPA amendments must be submitted to STATE and be fully executed no later than April 1 each year.
-
- L. 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.
 - M. MPO shall be free to copyright 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, the work for government purpose.

Section 2. Quarterly Progress Reports

- A. MPO shall submit Quarterly Progress Reports to STATE, no later than thirty (30) calendar days after the close of that quarter, describing progress toward completion of tasks, projects, and products, conformance with project schedules, and reporting all costs incurred for the work elements contained in the OWP. Progress reports should include all work elements for transportation planning tasks, projects, and products, wholly or in part, funded by any of the fund sources listed on Page 1 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, the information requested on, and conforming to the example format provided in APPENDIX A to this MFTA.

- 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. MPO shall prepare and submit to STATE, not more frequently than once a month, but at least quarterly, a signed Request for Reimbursement conforming to the example format provided in APPENDIX B to this MFTA for the reimbursement of actual allowable costs incurred and paid by MPO consistent with work elements described in the OWP. Reimbursements to MPO under this MFTA will be 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 OWPA, but must also have paid those expenses.
- B. STATE agrees to make reimbursements to MPO as promptly as STATE fiscal procedures will permit, but not more often than monthly, upon the receipt of duplicate signed copies of the Request for Reimbursement that includes information on actual allowable costs incurred for the period of time covered by that Request for Reimbursement.
- C. Advance payments are not allowed for State and/or Federal funds administered under this MFTA.

Section 2. Travel and Per Diem Reimbursement

Project-related travel and subsistence expenses of the MPO, its contractors, its subcontractors, and/or its subrecipients claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid STATE employees (non-represented) under State Department of Personnel Administration (DPA) rules. If the rates invoiced by MPO are in excess of DPA rates, then MPO is responsible for the difference and any overpayments inadvertently paid by STATE shall be reimbursed to STATE upon demand. Any such overpayment shall be paid from the MPO's local funds as a non-project related and non-local match expense.

Section 3. Final Request for Reimbursement and OWP Closeout Documentation

- A. MPO shall submit an OWP/OWPA closeout documentation package to STATE no later than sixty (60) days after June 30th of each fiscal year. The closeout package shall conform to the example 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 within sixty (60) days after the June 30 date for that closing OWPA, STATE may withhold future apportionments and/or allocations to the 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 exercise subsequent withholdings.

Section 4. Funding Contingencies

All obligations of STATE under the terms of the MFTA and each OWPA are subject to the availability of Federal and State funds and the 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 OWPA and this MFTA.

ARTICLE III - AUDITS AND REPORTS

Section 1. Cost Principles

- A. MPO agrees to comply with Federal procedures in accordance with Office of Management and Budget Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- B. MPO agrees, and shall require all of its contractors, subcontractors, and subrecipients to agree, to the following: (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., (subrecipients shall refer to the Office of Management and Budget Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments) shall be used to determine the allowability of individual project cost items, and (b) these 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.
- C. Any costs for which an MPO receives payment or credit that is determined by a subsequent audit or other review by either STATE or Federal authorities to be unallowable under Office of Management and Budget Circular A-87; 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) days of demand, or within such other period as may be agreed between both parties hereto, STATE is authorized to intercept and withhold future payments due MPO from any source, including, but not limited to, the State Treasurer and the State Controller.
- D. MPO agrees to furnish documentation to STATE to support this requirement that all of its agreements with contractors, subcontractors, and subrecipients do contain provisions requiring adherence to this section in its entirety.

Section 2. Indirect Cost Agreement and Cost Allocation Plan

- A. If MPO seeks reimbursement for indirect costs, indirect cost agreements and cost allocation plans are to be provided to STATE annually prior to the beginning of each fiscal year for review and approval prior to MPO seeking any reimbursement of indirect costs.
- B. 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 OWPA for a minimum of three (3) years from the date of final payment to MPO or until audit resolution is achieved for each OWPA, whichever is later, and shall make all such supporting information available for inspection and audit by representatives of the 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.
- 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 and produce Quarterly Reports which clearly identify reimbursable costs and other expenditures by OWP work elements.
- C. MPO's pre-award requirements for dealing with third party contractors/consultants and local agencies must be consistent with STATE Local Program Policy (LPP 00-05) or any successor thereto.
- D. MPO agrees to include all costs associated with this MFTA, OWP and 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 OWPA. Copies of said audits shall be submitted to STATE.
- E. When conducting an audit of the costs claimed under the provisions of each 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 the STATE when planning and conducting additional audits.
- F. MPO agrees to furnish documentation to STATE to support this requirement that all of its agreements with contractors, subcontractors, and subrecipients do contain provisions requiring adherence to this section in its entirety.

- G. 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 OWPA.

ARTICLE IV - GENERAL PROVISIONS

Section 1. Federal Certifications and Assurances

- A. MPO shall comply with the FHWA and FTA "Metropolitan Transportation Planning Process Certification" requirements in accordance with 23 CFR 450.334 and the Transportation Equity Act for the 21st Century and its successors thereto. This Certification is provided annually by FHWA and FTA and is published in the STATE's annual *MPO OWP Guidance*. It may include, but is not limited to:

1. 23 U.S.C. 134 and 135, 49 U.S.C. Section 5303 and 5323(1), and 23 CFR part 450.220;
2. Sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d));
3. Title VI of the Civil Rights Act of 1964 and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
4. Section 1101(b) of the Transportation Equity Act for the 21st Century (Pub. L. 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. 97-424, 96 Stat. 2100, 49 CFR part 26); and
5. The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (US DOT) implementing regulations (49 CFR 27, 37, and 38).

- B. MPO shall comply with 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*.

The 2003 Federal Certification includes the following areas under "Assurances Required of Each Applicant:"

1. Authority of Applicant and Its Representatives
2. Standard Assurances
3. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
4. Drug-Free Workplace Agreement

5. Intergovernmental Review Assurance

6. Nondiscrimination Assurance

7. DBE Assurance

8. Nondiscrimination on the Basis of Disability

9. Procurement Compliance Certification

10. Certifications and Assurances Required by the U.S. Office of Management & Budget

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

D. MPO shall comply, and shall require its contractor(s), 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. MPO shall not, and shall require that its contractors, subcontractors, and subrecipients 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 its DBE program per the requirements of 49 CFR Part 26.

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 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).

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), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

MPO shall ensure, and shall require that its contractors and all subcontractors 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.

Each of the 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.

- B. 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.
- C. 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-LL, "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 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 which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Section 5. Contract Award

In accordance with Title 49, CFR, Part 18, Section 18.37 and state law and procedures, all MPO, contractor, subcontractor and subrecipient contracts containing Federal and State planning funds are required to be competitively bid and awarded consistent with LPP-005 or successors thereto.

Section 6. Contract Amendment

No amendments to the terms of this MFTA, any OWP or any OWPA shall be valid unless made in writing and signed by the administrators for 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 Office of Regional and Interagency Planning, Caltrans Division of Transportation Planning, shall be the Contract Administrator for STATE.

Section 7. Dispute Resolution

The remedy for the resolution of any claims brought by MPO against STATE under this MFTA and the applicable OWPA shall be by arbitration. Unless otherwise agreed by STATE and MPO, the arbitration shall be conducted by a single arbitrator selected by the parties from the certified list created by the Public Works Contract Arbitration Committee per Public Contract Code section 10240.

ARTICLE V – MUTUAL AGREEMENT

GENERAL PROVISIONS

STATE and MPO mutually agree:

Section 1. Parties of Agreement

This MFTA, the OWP, the 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 OWPA or other agreement pertaining hereto.

APPENDICES

APPENDIX A - Quarterly Progress Report

APPENDIX B - Request for Reimbursement

APPENDIX C - Closeout Documentation

APPENDIX D - Board Resolutions

Section 2. 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. It is understood and agreed that, pursuant to Government Code Section 895.4, MPO shall fully defend, indemnify and save harmless the State of California, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury as defined in Government Code section 810.8 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.
- B. Neither MPO nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under of 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 brought for or on account of injury as defined in Government Code Section 810.8 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 3. Termination

- A. In the event that MPO fails to complete a Work Element as described in the OWP or fails to comply with applicable Federal and State laws and regulations, STATE reserves the right to terminate all funding for that OWP, or a portion thereof, upon written notice to MPO.
- B. This MFTA shall remain in full force and effect until superseded or terminated by either party upon thirty (30) days prior notice.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

By: _____
Contract Analyst

Date: _____

**Shasta County Regional Transportation
Planning Agency**

By: _____
Executive Officer

Date: _____

**Shasta County Regional Transportation
Planning Agency**

By: _____
Attorney

Date: _____

APPENDIX A

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										QUARTERLY PROGRESS REPORT																			
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APPENDIX B

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

REQUEST FOR REIMBURSEMENT
NUMBER _____, Fiscal Year 2003-2004

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 dated _____, 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 2003- 04 approved Overall Work Program. I certify that all State and federal matching requirements have been met.

2003-04 OWPA Authorized	_____
Total Requests for Reimbursements Year-to-Date	_____
*Current Request for Reimbursement	_____
Balance	\$ _____

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

		Local Funds	and/or	In-Kind Service
FHWA PL Funds	Local Match (11.47%) for PL	\$ _____	-	_____
FTA Sec. 5303 Funds	Local Match (11.47%) for Sec. 5303	\$ _____	-	_____
FTA Sec. 5313(b) Funds	Local Match (11.47%) for Sec. 5313(b)	\$ _____	-	_____
FHWA SPR Funds	Local Match (20%) for SPR	\$ _____	-	_____

Partnership Planning ONLY

Name & Title (please print)	Signature	Date
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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.

Vendor# _____	Accounting Use Only _____	Name (please print) _____	Signature _____	Date _____
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TC _____	Source Dist 74	Source Unit 162	Chg. Dist EA	Subjob	FA 6	ObjCode 049
Amount \$	FY	RPI _____	N	Encumbrance Document #		
TC _____	Source Dist 74	Source Unit 162	Chg. Dist EA	Subjob	FA 6	ObjCode 049
Amount \$	FY	RPI _____	N	Encumbrance Document #		
TC _____	Source Dist 74	Source Unit 162	Chg. Dist EA	Subjob	FA 6	ObjCode 049
Amount \$	FY	RPI _____	N	Encumbrance Document #		
TC _____	Source Dist 74	Source Unit 162	Chg. Dist EA	Subjob	FA 6	ObjCode 049
Amount \$	FY	RPI _____	N	Encumbrance Document #		
TC _____	Source Dist 74	Source Unit 162	Chg. Dist EA	Subjob	FA 6	ObjCode 049
Amount \$	FY	RPI _____	N	Encumbrance Document #		
TC _____	Source Dist 74	Source Unit 162	Chg. Dist EA	Subjob	FA 6	ObjCode 049
Amount \$	FY	RPI _____	N	Encumbrance Document #		
TC _____	Source Dist 74	Source Unit 162	Chg. Dist EA	Subjob	FA 6	ObjCode 049
Amount \$	FY	RPI _____	N	Encumbrance Document #		
TC _____	Source Dist 74	Source Unit 162	Chg. Dist EA	Subjob	FA 6	ObjCode 049
Amount \$	FY	RPI _____	N	Encumbrance Document #		

Date Dist received Invoice

Invoice Dispute Notification Sent

Date Invoice Sent to HQ Accounting

MPO Name
FY 2003-04 Overall Work Plan
Indirect Costs, Current Billing and To Date
Billing Period from xyz date to xyz date.
Request for Reimbursement Number xyz

[illegible]

APPENDIX C

MPO
Address
City, State

Certification of Expenditure by Fund Source Fiscal Year 2003/04

I certify that I am a duly authorized representative of the **MPO** and the following statement of expenditure of funds is consistent with the terms of the Master Fund Transfer Agreement, numbered _____, dated _____, 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 2003/04 approved Overall Work Program. I certify that all state and federal matching requirements have been met.

Metropolitan Planning (PL/FHWA)	\$	_____
FTA Section 5303	\$	_____
FTA Section 5313(b)	\$	_____
SPR – Partnership Planning	\$	_____
Total Consolidated Grant		_____

I understand that this represents a final statement of expenditure for the 2003/04 fiscal year and no future requests for reimbursement will be processed by the State for payment.

Name (Please print)

Signature

Title (Please print)

Date

APPENDIX D

BOARD RESOLUTIONS

California Home

Wednesday, Nov

**SAM - Chapter 1200****1208 AUTHORIZATION OF AGREEMENTS**
(Revised 9/96)**1. State Agencies--Authorized Signatures**

- a. Authority to sign contracts is limited to those officers who either have statutory authority or have been duly authorized in writing by one who has statutory authority.
- b. Each agency officer who has statutory authority to sign contracts shall ensure that his/her agency maintains a current written record of agency employees authorized to enter into and sign contracts on behalf of that agency. This written record shall be subject to DGS audit.
- c. State Board's and Commission's contracts in excess of \$5,000 must be accompanied by a copy of the resolution approving the execution of the contract, unless by statute the executing officer may sign the contract.

2. Local Governmental Entities--Authority

- a. Contracts to be signed by a county, city, district or other local public body must be authorized by a resolution, order, motion or ordinance for the contract. A copy of the authorization should be sent to DGS/OLS with the contract.
- b. Where performance by the local governmental entity will be complete prior to any payment by the state a resolution is not needed. Such instances are usually one time events such as a room rental.

[Back to Contracts \(Section 1200\)](#)[Next Section](#)

Updated : 2/13/2003

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██████████ COUNTY TRANSPORTATION COMMISSION
COUNTY AND CITIES OF ██████████ COUNTY
CALIFORNIA

May 28, 1996

PRESENT: Chairman [REDACTED], Commissioners [REDACTED], [REDACTED], [REDACTED] and

ABSENT: Commissioners [REDACTED]

It was moved by Commissioner [REDACTED], seconded by Commissioner [REDACTED] to approve the Master Fund Transfer Agreement with the State of California and [REDACTED] County Transportation Commission, and authorize the Executive Director to sign upon County Counsel's approve. Passed unanimously.

and

It was moved by Commissioner [REDACTED] seconded by Commissioner [REDACTED] to approve the Overall Work Program Agreement Number [REDACTED] between the State of California and [REDACTED] County Transportation Commission, and authorize the Executive Director to sign. Passed unanimously.

SAMPLE

I, [REDACTED], Executive Secretary, County of [REDACTED] State of California, do hereby certify the foregoing to be a full, true and correct copy of AN ORDER made by the [REDACTED] County Transportation Commission, as the same appears upon their minute book.

Executive Director