

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION PLANNING

MASTER FUND TRANSFER AGREEMENT

Recipient: Shasta Regional Transportation Agency

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.

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:
 - I. 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;
 - 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;
 - III. 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;
 - 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
 - X. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- 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 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.
- 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 OWP 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.

MFTA CONTRACT NUMBER _____
AGENCY DUNS NUMBER _____

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 numbers 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 these following federal funds: FHWA - Metropolitan Planning (PL), federal/local - 88.53/11.47; 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 - 88.53/11.47; FTA Section 5304, federal/local - 88.53/11.47, 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:

Funding Source	Match %	Federal Portion	Toll Credit (In lieu of local match)	Local Match	Total Expenditures
FHWA PL (Toll Credit Match)					
(Current FY Allocation Only)	11.47%	\$0.00	\$0.00		\$0.00
FHWA PL (Cash/In-kind Match)	11.47%	\$0.00		\$0.00	\$0.00
FTA Sect. 5303 (Toll Credit Match)					
(Current FY Allocation Only)	11.47%	\$0.00	\$0.00		\$0.00
FTA Sect. 5303 (Cash/In-kind Match)	11.47%	\$0.00		\$0.00	\$0.00
FTA Sect. 5304	11.47%	\$0.00		\$0.00	\$0.00
FHWA SP&R Partnership Planning	20%	\$0.00		\$0.00	\$0.00
FHWA SP&R Regional Blueprint	20%	\$0.00		\$0.00	\$0.00
Prop 84 Modeling Incentive	0%	\$0.00			\$0.00
Total Programmed Amount		\$0.00	\$0.00	\$0.00	\$0.00

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

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 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.**

2014-15 OWPA Authorized: _____
Total Invoices Year-to-Date
(Including this Invoice): _____
Current Invoice Amount: \$ _____
Remaining Balance: \$ _____

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

Funding Source	Required Match %	Federal Portion	Toll Credit (In lieu of local match)	Local Match	or	In-Kind Service	Total Expenditures
FHWA PL Funds (Toll Credit Match of Current FY Allocation)	11.47%		\$ _____				\$ _____
FHWA PL (Cash/In-kind Match)	11.47%						\$ _____
FTA Sec. 5303 Funds (Toll Credit Match of Current FY Allocation)	11.47%		\$ _____				\$ _____
FTA Sec. 5303 (Cash/In-kind Match)	11.47%						\$ _____
FTA Sec. 5304 Funds	11.47%						\$ _____
FHWA SPR PP Funds	20%						\$ _____
Regional Blueprint Planning	20%						\$ _____

Name & Title (please print) _____ Signature _____ Date _____
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 _____
TC _____ Source Dist 74 Source Unit 3789 Project ID # _____ FA 6 ObjCode 049
Amount \$ _____ FY RPI _____ N Contract # _____ RC#
TC _____ Source Dist 74 Source Unit 3789 Project ID # _____ FA 6 ObjCode 049
Amount \$ _____ FY RPI _____ N Contract # _____ RC#
Updated March 2012

Agency Name
FY 2014-15 Overall Work Plan
FHWA PL

[illegible]

OWP Work Element Info		Required Data		Current Local Match Info (11-47% Min)	
			Current Federal Reimbursement Info (88-53% Max)		
1	Work Element Number from Approved OWP	6	Total WE budget (federal portion) without match	11	Local Cash Match
2	Work Element Title from Approved OWP	7	Total federal funds spent to date including the current invoice but NOT including local match	12	Source of Cash (Must be non-federal funding)
3	Work Element Budget from Approved OWP financials or OWPFA (should be updated when affected by OWPFA Amendments)	8	Current invoice without local match (federal portion)	13	3rd party, Inkind, or Toll Credit Match Amount
4	Total amount spent to date including the current invoice (federal portion + local match)	9	Select "Yes" if Toll Credits were used to match the work element	14	Source of Inkind or 3rd party Amount (Must be non-federal funding)
5	Total amount of charges before match is calculated	10	Toll Credits are automatically calculated if "Yes" was selected in Column 9	15	Total Local Match by Work Element

[illegible]

OWP Work Element Info		Required Data	
		Current Federal Reimbursement Info (88.53% Max)	Current Local Match Info (11.47% Min)
1	Work Element Number from Approved OWP	6	11
2	Work Element Title from Approved OWP	7	12
3	Work Element Budget from Approved OWP; manuals or OWPA (should be updated when affected by OWPA Amendments)	8	13
4	Total amount spent to date including the current invoice (federal portion + local match)	9	14
5	Total amount of charges before match is calculated	10	15

Agency Name
FY 2011-12 Overall Work Plan
FTA 5304

[illegible]

OWP Work Element Info		Required Data	
		Current Federal Reimbursement Info (88.53% Max)	Current Local Match Info (11.47% Min)
1	Work Element Number from Approved OWP	6	Local Cash Match
2	Work Element Title from Approved OWP	7	Source of Cash (Must be non-federal funding)
3	Work Element Budget from Approved OWP	8	3rd party, Inkind, or Toll Credit Match Amount
4	Work Element Budget from Approved OWP	9	Source of Inkind or 3rd party Amount (Must be non-federal funding)
5	Total amount of charges before match is calculated	10	Total Local Match by Work Element

Invoice #

Agency Name

FY 2011-12 Overall Work Program SPR

[illegible]

OWP Work Element Info		Required Data	
		Current Federal Reimbursement Info (80% Max)	Current Local Match Info (20% Min)
1	Work Element Number from Approved OWP	6	11
2	Work Element Title from Approved OWP	7	12
3	Work Element Budget from Approved OWP financials or OWPA (should be updated when affected by OWPA Amendments)	8	13
4	Total amount spent to date including the current invoice (federal portion + local match)	9	14
5	Total amount of charges before match is calculated	10	15

APPENDIX C
MPO
Address
City, State

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 74A0821, 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.

Funding Source	Reconciled Carryover Balance	FY13/14 Allocations and Awards	Federal Fund Expenditures	Toll Credits Used	Year End Balance
FHWA Metropolitan Planning Funds	\$0.00	\$0.00			
FHWA PL Funds (Matched with Toll Credits) *			\$0.00	\$0.00	
FHWA PL (Cash/In-kind Match)			\$0.00		
Total			\$0.00		\$0.00
FTA -5303 (Metropolitan Planning) Funds	\$0.00	\$0.00			
FTA Sec. 5303 Funds (Matched with Toll Credits) *			\$0.00	\$0.00	
FTA Sec. 5303 (Cash/In-kind Match)			\$0.00		
Total			\$0.00		\$0.00
FTA -5304 Funds					
FTA Sec. 5304 Funds WE # and Title	\$0.00	\$0.00	\$0.00		\$0.00
FTA Sec. 5304 Funds WE # and Title	\$0.00	\$0.00	\$0.00		\$0.00
FTA Sec. 5304 Funds WE # and Title	\$0.00	\$0.00	\$0.00		\$0.00
FTA Sec. 5304 Funds WE # and Title	\$0.00	\$0.00	\$0.00		\$0.00
FTA Sec. 5304 Funds WE # and Title	\$0.00	\$0.00	\$0.00		\$0.00
FTA Sec. 5304 Funds WE # and Title	\$0.00	\$0.00	\$0.00		\$0.00
FTA Sec. 5304 Funds WE # and Title	\$0.00	\$0.00	\$0.00		\$0.00
Total			\$0.00		\$0.00
FHWA SPR Partnership Planning Funds					
FHWA SPR PP Funds WE # and Title	\$0.00	\$0.00	\$0.00		\$0.00
FHWA SPR PP Funds WE # and Title	\$0.00	\$0.00	\$0.00		\$0.00
FHWA SPR PP Funds WE # and Title	\$0.00	\$0.00	\$0.00		\$0.00
FHWA SPR PP Funds WE # and Title	\$0.00	\$0.00	\$0.00		\$0.00
Total			\$0.00		\$0.00
FHWA SPR Special Study Funds					
FHWA SPR SS Funds WE # and Title	\$0.00	\$0.00	\$0.00		\$0.00
Total			\$0.00		\$0.00
Regional Blueprint Planning					
FY10/11 Grant WE #	\$0.00	\$0.00	\$0.00		\$0.00
FY11/12 Grant WE #	\$0.00		\$0.00		\$0.00
Total			\$0.00		\$0.00
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.

APPENDIX D

- **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 retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.
 - 40) 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.
 - 41) 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.

- 42) 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.

APPENDIX D2

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		☒ FTA					
2. AIF Numbers (FAA Recipients Only):											
3. Federal fiscal year in which reporting period falls: FY 2012											
5. Reporting Period		☒ Report due June 1 (for period Oct. 1-Mar. 31)		☐ Report due Dec. 1 (for period Oct. 1-Sept. 30)		☐ FAA annual report due Dec. 1					
6. Name and address of Recipient											
7. Annual DBE Goal(s):		Race Conscious Goal		Race Neutral Goal		OVERALL Goal					
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))			
COMMITMENTS/AWARDS MADE DURING THIS REPORTING PERIOD (total contracts and subcontracts committed during this reporting period)		A Total Dollars	B Total Number	C Total to DBEs (dollars) [E+G]	D Total to DBEs (number) [F+H]	E Total to DBEs / Race Conscious (dollars)	F Total to DBEs / Race Conscious (number)	G Total to DBEs / Race Neutral (dollars)	H Total to DBEs / Race Neutral (number)	I Percentage of total dollars to DBEs [C/A]	
8. Prime contracts awarded this period											
9. Subcontracts committed/awarded this period						0	0				
9.5 Totals						0	0				
DBE COMMITMENTS/AWARDS THIS REPORTING PERIOD-BREAKDOWN BY ETHNICITY & GENDER		A	B	C	D	E	F	G	H		
10. Total Number of Contracts (Prime and Sub)		Black American	Hispanic American	Native American	Subcont. Asian American	Asian-Pacific American	Non-Minority Women	Other (i.e. not of any other group listed here)	TOTALS (for this reporting period only) [A+B+C+D+E+F+G]		
11. Total Dollar Value											
11.5 Name(s) of Participating DBE Firms and Coinciding Dollar Amounts											
ACTUAL PAYMENTS ON CONTRACTS COMPLETED THIS REPORTING PERIOD		A	B	B		C	D		E		
12. Race Conscious		Number of Prime Contracts Completed	Total Dollar Value of Prime Contracts Completed	DBE Participation Needed to Meet Goal (Dollars)		Total DBE Participation (Dollars)	Name(s) of Participating DBE Firms/ Coinciding Dollar Amounts	Percentage of Total DBE Participation [D/B]			
13. Race Neutral		0	0	0		0	0	0			
14. Totals											
15. Submitted by (Print Name of Authorized Representative)		16. Signature of Authorized Representative									
17. Phone Number		18. Fax Number									

Notes: All dollars represent Federal dollars.

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.

- 42) 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.

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:

- I. 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;
- 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;
- III. 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;
- 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

Title

Date

Caltrans District Approval Signature

Title

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:

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

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 Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 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.

Appendix E

**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.

RESOLUTION 09-12

**AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE ALL CURRENT AND FUTURE
MASTER AGREEMENTS, PROGRAM SUPPLEMENTAL AGREEMENTS, FUND EXCHANGE
AGREEMENTS, FUND TRANSFER AGREEMENTS, AND ANY AMENDMENTS THERETO
WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION**

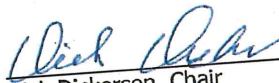
WHEREAS, the Shasta County Regional Transportation Planning Agency is eligible to receive Federal and/or State funding for certain transportation projects through the California Department of Transportation; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and/or Fund Transfer Agreements with the California Department of Transportation need to be executed before such funds can be claimed; and

WHEREAS, the Shasta County Regional Transportation Planning Agency wishes to delegate authorization to execute these agreements and any amendments thereto to the Executive Director.

NOW, THEREFORE, BE IT RESOLVED that the Shasta County Regional Transportation Planning Agency authorizes the Executive Director to execute all current and future Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED this 28th of July, 2009, by the Shasta County Regional Transportation Planning Agency.


Dick Dickerson, Chair
Shasta County Regional
Transportation Planning Agency