

**SUBRECIPIENT COOPERATIVE AGREEMENT  
BETWEEN  
MENDOCINO COUNCIL OF GOVERNMENTS  
AND  
COUNTY OF MENDOCINO**

THIS CONTINUING COOPERATIVE AGREEMENT ("Agreement") is made and entered into effective July 1, 2022 between County of Mendocino ("Subrecipient") and Mendocino Council of Governments ("MCOG"), a Joint Powers Authority (JPA) and the Regional Transportation Planning Agency for Mendocino County, California.

WHEREAS, this agreement covers certain local, state or federal funds administered by and through MCOG that are allocated to Subrecipient for projects and services, and sets forth the terms and conditions under which these funds are to be expended and reimbursed, including:

- Local Transportation Funds (LTF) under the Transportation Development Act (TDA)
- State Rural Planning Assistance (RPA)
- State Planning, Programming & Monitoring (PPM)
- Surface Transportation Block Grant (STBG) Program
- Regional Early Action Planning (REAP) through Housing & Community Development (HCD)
- Other funding sources, such as grants, to be identified as applicable annually;

WHEREAS, MCOG's annual Transportation Planning Overall Work Program (OWP) is part of an agreement with the State of California Department of Transportation (hereinafter referred to as Caltrans or State), which includes the Overall Work Program Agreement (OWPA) and Master Fund Transfer Agreement (MFTA), and together, the OWP, the OWPA and MFTA set forth the terms and conditions under which state and federal planning funds are to be expended by MCOG and its subrecipients;

WHEREAS, MCOG's Regional Early Action Planning (REAP) grant funds are part of an agreement with the State of California Department of Housing & Community Development (hereinafter referred to as HCD or State), which includes the Standard Agreement with Exhibits A through D that set forth the terms and conditions under which state planning funds are to be expended by MCOG and its subrecipients;

WHEREAS, Subrecipient is eligible to apply for and receive state and federal financial assistance as a public body corporate and politic of the State of California;

WHEREAS, Subrecipient has agreed to participate with MCOG, local and state agencies, the general public, and the private sector in planning efforts to identify and plan policies, strategies, programs and actions that maximize and implement the regional transportation and housing infrastructure, consistent with MCOG's adopted OWP and grant agreements, and to participate in the regional planning process;

WHEREAS, MCOG and Subrecipient intend to cooperate to ensure the timely development, adoption and implementation of integrated comprehensive regional plans and policies, as set forth by federal and state requirements and guidelines; and

WHEREAS, for any terms or conditions covered under this AGREEMENT that may be superseded by other grant or fund agreement(s) signed by MCOG, an exhibit identifying "Special Conditions" shall prevail; therefore

IT IS MUTUALLY AGREED THAT:

1. Annual Agreement with Subrecipient and Amendments

- a. This AGREEMENT constitutes a five-year Continuing Master Agreement, and may be amended by mutual written agreement. Exhibits are subject to annual amendment. The fiscal year begins July 1 and ends June 30. The term of this AGREEMENT follows the previous agreement which expired June 30, 2022, continuing July 1, 2022 through June 30, 2027.
- b. This AGREEMENT includes an exhibit detailing "Subrecipient Scope of Work and Budget" (Exhibit A) and an optional "Sample Subrecipient Invoice" (Exhibit B) hereinafter referred to as Exhibits A and B respectively, attached hereto and incorporated herein by reference. Any proposed amendment to the Scope or Budget (Exhibit A) must be made in advance by written amendment and is subject to approval by Caltrans or any state or federal agency having jurisdiction.
- c. This agreement includes MCOG's "Adopted Policies & Instructions," attached as Exhibit C.
- d. This AGREEMENT may include "Special Conditions" hereinafter referred to as Exhibit D, attached hereto. This Exhibit D is purposed to outline requirements for other funds as may be applicable annually.
- e. MCOG's maximum payment obligation to Subrecipient is limited to those funds identified in Exhibits A and D.
- f. Billable work cannot be performed without this fully signed AGREEMENT and corresponding notice to proceed.

2. Scope of Subrecipient Responsibilities

- a. Subrecipient shall be responsible for the complete performance of the work described in Exhibits A and D.
- b. In accordance with Uniform Guidance 2 CFR 200, sections 318 through 326, inclusive and applicable state laws and procedures, Subrecipient contracts for work identified in the attached Exhibit A under "Consultant Work" are required to be competitively bid and awarded in accordance with 2 CFR 200 sections 318 through 326, inclusive and consistent with the Caltrans Local Assistance Procedures Manual, Chapter 10, or successors thereto, or applicable procurement procedures as required by funding source.

- c. Subrecipient shall ensure that its Contractor(s) and Subcontractor(s) comply with all provisions of this agreement.

3. Time of Performance

The services provided pursuant to this AGREEMENT shall begin upon issuance of a Notice to Proceed by MCOG to Subrecipient and shall continue until completion, but not later than June 30 of each year, unless an extension of time is approved by MCOG in writing.

4. Materials to be Furnished to Subrecipient

- a. At the option of MCOG, and if allowable under federal and state requirements, MCOG may procure equipment, software, or other materials for use by Subrecipient, only for purposes of carrying out work described under this AGREEMENT. Subrecipient agrees to comply with all license agreements for software or other materials procured by MCOG for use by Subrecipient.
- b. All equipment or other materials provided to Subrecipient under this AGREEMENT shall remain the property of MCOG and shall be returned to MCOG upon project completion or termination, unless other terms are mutually agreed to in writing.

5. Invoices, Reporting and Deliverables

- a. In performing the work described in Exhibit A, Subrecipient may incur only the costs authorized by Exhibit A. Said costs shall comply with Section 6 (Cost Principles) of this AGREEMENT. Subrecipient shall submit to MCOG, not more frequently than every month, but at least annually, each requisition for payment (invoice), unless no funds were expended during the fiscal year.
- b. Subrecipient shall submit the following relative to an invoice:
  - i. An invoice with supporting documentation, including a summary list of expenses with date, payee, description and amount of each expenditure, and including, but not limited to, documentation of per diem as allowed (refer to Section 5d), in accordance with Exhibit B.
  - ii. Any additional information or documentation to support the costs contained in the invoice if requested by MCOG.
  - iii. Subrecipient shall retain backup documentation supporting the invoiced costs, such as receipts, for the Records Retention period specified in Section 8(b) of this AGREEMENT.
- c. For Work Elements in the Transportation Planning OWP, Subrecipient shall submit an invoice with supporting documentation to MCOG no later than thirty (30) days after the fiscal year ending June 30. Invoices received by MCOG after July 31 for the preceding fiscal year shall not be paid. This deadline may be waived if mutually agreed to by MCOG and Subrecipient, in writing.
- d. For travel and subsistence (per diem) expenses of Subrecipient and its contractors, rates shall not exceed rates authorized to be paid rank and file state employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Subrecipient are in



excess of DPA rates, MCOG will not reimburse those amounts in excess of the DPA rates. Mileage reimbursements shall not exceed the federal business mileage rate ([www.irs.gov](http://www.irs.gov)). Travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

- e. Payment of Subrecipient invoices is contingent upon receipt by MCOG of the above documentation provided by Subrecipient, consistent with Sections 6 through 8 of this AGREEMENT. Payment to Subrecipient is further contingent upon MCOG's determination that the performance of Subrecipient meets federal, state and MCOG standards. MCOG shall review Subrecipient invoices and submit them to the County Auditor-Controller for payment within thirty (30) days of receipt.
- f. Subrecipient shall not be entitled to reimbursement of indirect costs unless a copy of a federal cognizant agency-approved, indirect cost allocation plan has been received by MCOG prior to submittal of the first invoice from Subrecipient.
- g. Subrecipient mark-up of direct expenses or of subcontractor invoices are not allowable; therefore, MCOG will not pay Subrecipient for any such increases to actual costs incurred.
- h. Subrecipient shall provide a quarterly progress report, in narrative form, that describes progress toward completion of tasks, projects, and products, as well as conformance with project schedules and reporting of all costs incurred for the work elements contained in Exhibit A, no later than thirty (30) days after close of the quarter.
- i. Subrecipient shall provide hard copies of all completed products and/or deliverables to the assigned MCOG Project Manager, and in a commonly used electronic format, at the discretion of the MCOG Project Manager, as referenced in Section 7 of this AGREEMENT, according to the schedule of deliverables in Exhibit A.
- j. All final reports and documents produced under this AGREEMENT through the Transportation Planning OWP shall include the following statement:

*"The preparation of the report was financed in part through [insert funding source and agency] as facilitated by Mendocino Council of Governments as the Regional Transportation Planning Agency."*

Alternatively, certain language may be required by state or federal funding agencies, to be specified in Exhibit D.

## 6. Cost Principles

- a. Subrecipient agrees to be bound by and comply with, and shall require its Consultants and/or Contractors to comply with, the following (refer to [eCFR :: Title 2 of the CFR -- Grants and Agreements](#)):

- i. 2 CFR, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be used to determine the allowability of individual project cost items; and
    - ii. The federal administrative procedures in accordance with Uniform Guidance 2 CFR, Subtitle A, Chapter II, Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
  - b. Any costs for which Subrecipient receives payment or credit that is determined by a subsequent audit or other review by either MCOG, Caltrans, or other state or federal authorities to be unallowable under, but not limited to, 2 CFR Part 200 or 48 CFR Chapter 1, Part 31, shall be repaid by Subrecipient within thirty (30) days of Subrecipient receiving notice of audit findings.
  - c. All costs charged to this AGREEMENT by Subrecipient shall be supported by properly executed payrolls showing labor (wage) rates per hour, time records, and invoices and vouchers evidencing in proper detail the nature of the charges. These costs shall comply with the cost principles cited above in Section 6(a) of this AGREEMENT.
7. Written and Electronic Versions of Work Products and Related Materials
- a. Subrecipient shall provide copies of all of its deliverables, as well as support data created pursuant to Exhibit A, to MCOG in an approved electronic format. Hard copies will also be provided to MCOG upon request. Related materials, including any reports, newsletters, or other written materials, will also be provided in hard copy and/or electronic format, upon request by MCOG.
  - b. Any graphics or images accompanying the text of these written materials shall be included in the electronic version, in a format (e.g. JPEG, BMP, or PNG) as requested by MCOG staff. The quality of the images will be a minimum of 300-600 DPI resolution, typically a file size of 3MB or more.
  - c. The electronic versions of all written materials, data files, and accompanying graphics or images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions.
  - d. Materials in the electronic version shall be presented to MCOG in a medium pre-approved in writing by the MCOG Project Manager. For reports this would typically be in Microsoft Word and Adobe Acrobat (or equivalent) PDF formats.
  - e. The applicable funding agency shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, work products funded under this AGREEMENT for government purposes.
8. Records Retention and Audits

- a. If Subrecipient receives Local Transportation Funds, Subrecipient shall submit to MCOG an annual certified fiscal audit conducted by an entity other than itself, in compliance with the Transportation Development Act (TDA), Section 99245. A report on the audit shall be submitted to MCOG and to the State Controller within 180 days after the end of the fiscal year. However, MCOG may grant an extension(s) not to exceed a total of 90 days in writing, at its sole discretion. The report shall include a certification that the funds allocated to Subrecipient pursuant to TDA were expended in conformance with all applicable laws, rules and regulations. Except for the first report, the report shall also include the audited amounts for the fiscal year prior to the fiscal year audited.
- b. For the purpose of determining compliance with California Government Code section 8546.7, as well as any other state or federal law or regulation, Subrecipients and their contractors shall maintain all source documents, books, and records connected with their performance of work initiated under this AGREEMENT and each annual Subrecipient Scope of Work and Budget (Exhibit A), and Special Conditions (Exhibit D) as applicable, for a minimum of three (3) years from the date of final payment to Subrecipient, or until audit resolution is achieved for each annual MCOG OWP, whichever is later, unless a longer period of record retention is stipulated. During this time, all of the above referenced parties shall make all such supporting materials available for inspection and audit, at their respective offices at all reasonable times or through transmission of electronic documents, by representatives of MCOG, Caltrans, HCD, the Bureau of State Audits, or the federal government upon request. Copies will be made and furnished to MCOG upon request, at no cost to MCOG. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.
- c. Subrecipient shall establish and maintain, and shall require that its Contractor(s) establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support invoices that segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subcontractors, etc.) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- d. Subrecipient agrees to include all costs associated with this AGREEMENT and any amendments thereto to be examined in the annual audit and, if applicable, in the schedule of activities to be examined under a single audit prepared by Subrecipient in compliance with Office of Management and Budget Circular A- 133.
- e. Neither the pendency of a dispute nor its consideration by MCOG, Caltrans, or the state will excuse Subrecipient from full and timely performance in accordance with the terms of this AGREEMENT.

- f. Subrecipient agrees to furnish documentation to MCOG to support this requirement that its Agreement(s) with Contractor(s) contain provisions requiring adherence to this Section in its entirety.

9. Certifications and Assurances

- a. Subrecipient shall adhere to the requirements contained in MCOG's annual Certification and Assurances ("FHWA and FTA State and Metropolitan Transportation Planning Process Self-Certification") submitted as part of MCOG's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. Such requirements shall apply to Subrecipient to the same extent as MCOG and may include, but are not limited to:
  - i. 23 U.S.C. 134, 49 U.S.C. 5303, and subpart C of 23 CFR part 450;
  - 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, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21;
  - iv. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
  - v. Section 1101(b) of the FAST Act (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
  - vi. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
  - 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. 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;
  - 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. Subrecipient shall additionally comply with Federal and State Lobbying Activities Certification:
  - i. By signing this AGREEMENT, Subrecipient 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 Subrecipient, to any person for influencing or attempting to influence an officer or employee of any state



- or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than state or federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions.
  - iii. This certification is a material representation of fact, upon which reliance was placed when this AGREEMENT was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., and by the MFTA between MCOG and Caltrans or, alternatively, the grant agreement with the respective funding entity. Any persons who make a prohibited expenditure or fail 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.
- c. Subrecipient shall comply with any other applicable federal, state and local laws, including without limitation, all federal regulatory requirements associated with the applicable federal funding.
  - d. Subrecipient shall further require its Contractor(s) to comply with these Certifications.

#### 10. Equal Employment Opportunity/Nondiscrimination

- a. In the performance of work undertaken pursuant to this AGREEMENT, Subrecipient, for itself, its assignees, and successors in interest, shall affirmatively require that its employees and Contractor(s) 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 (including cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave.
- b. Subrecipient shall ensure that the evaluation and treatment of their employees and applicants for employment, as well as their contractors, are free from such discrimination and harassment. Subrecipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this AGREEMENT by reference and made



a part hereof as set forth in full. Subrecipient shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.

- c. In the event of Subrecipient's noncompliance with the nondiscrimination provisions of this AGREEMENT, MCOG shall impose such contract sanctions as it, Caltrans, or other applicable funding agency may determine to be appropriate, including, but not limited to:
  - i. Withholding of payments to Subrecipient under this AGREEMENT until Subrecipient complies; and/or
  - ii. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- d. Subrecipient shall 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 the State to investigate compliance with this section.
- e. Subrecipient shall include the provisions of this Section in every agreement with its Contractor(s). Subrecipient shall take such action with respect to any such agreement as MCOG, Caltrans, or other applicable funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance including, but not limited to:
  - i. Withholding of payments to contractor under any agreement with contractor until contractor complies; and/or
  - ii. Cancellation, termination or suspension of the agreement in question, in whole or in part.

#### 11. Prevailing Wage and Labor Requirements

- a. Should Subrecipient award any construction contracts utilizing Federal funds under this Agreement, Subrecipient agrees to comply with all pertinent statutes, rules and regulations promulgated by the federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, et seq.) and related regulations (29 CFR Part 5); (ii) anti-kickback and payroll records requirements of the Copeland "Anti-Kickback" Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
- b. Should Subrecipient award any "public work" contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Subrecipient agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.

- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

12. Conflict of Interest

Subrecipient and its officers, employees, and agents, including Contractor(s), that perform work under this AGREEMENT shall comply with federal and state conflict of interest laws, regulations and policies.

13. Independent Contractor

Subrecipient and its officers, employees, and agents shall be independent contractors in the performance of this AGREEMENT.

14. Disadvantaged Business Enterprise (DBE)

- a. It is the policy of MCOG, the California Department of Transportation, and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in the performance of agreements financed in whole or in part with Federal Highway Administration (FHWA)/Federal Transit Administration (FTA) funds provided under this AGREEMENT.
- b. Subrecipient, its employees, and its Contractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA/FTA funds-assisted contract or in the administration of MCOG's DBE program per the requirements of 49 CFR Part 26. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this AGREEMENT or such other remedy MCOG may deem appropriate.
- c. Subrecipient shall, as required by 49 CFR Part 26, include applicable language into all contracts funded in whole or in part with FHWA or FTA funds.

15. Disputes

- a. Should either party to this AGREEMENT bring legal action against the other (formal judicial proceeding, mediation or arbitration), it is hereby agreed that this Agreement will be administered and interpreted under California law and that the matter shall be handled in Mendocino County Superior Court, California, and that the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator, or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.
- b. Neither the pendency of a dispute nor its consideration by MCOG, Caltrans, HCD and/or the respective funding agency will excuse Subrecipient from full and timely performance in accordance with the terms of this AGREEMENT.

16. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and each term and provision of this Agreement will be valid and enforceable to the fullest extent by law, unless the exclusion or application of, such term or provision, would result in such a material change so as to cause completion of the obligations defined in this Agreement to be unreasonable.

17. Hold Harmless

- a. Subrecipient shall defend, indemnify and hold MCOG, its officers, agents and contracted staff, harmless from and against any and all liability, loss, expense, claims, or damages arising out of the performance of this AGREEMENT, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Subrecipient, its officers, agents, employees, or Contractors.
- b. MCOG shall defend, indemnify and hold Subrecipient, its officers, agents and employees harmless from and against any and all liability, loss, expense, claims, or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of MCOG, its officers, agents or contracted staff.
- c. Subrecipient further agrees to reimburse MCOG for claims, demands, costs or liability associated with the incomplete performance of work contained in Exhibit A, in the event that the MCOG terminates this AGREEMENT in accordance with Section 22(b) herein.

18. Noncompliance

In addition to such other remedies as provided by law, in the event of noncompliance with any grant condition or specific requirement of this AGREEMENT, this AGREEMENT may be terminated, or State may require additional remedies specified in grant terms applicable under this AGREEMENT.

19. Assignment

This Agreement cannot be assigned without the prior written consent of MCOG.

20. Successors

This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

21. Amendments Required by Federal or State Agencies

If the FTA, FHWA, Caltrans, HCD or any other federal or state agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.

22. Termination of Agreement

- a. Termination for Convenience: Either party may terminate this AGREEMENT at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the AGREEMENT shall be returned to MCOG at its option. Subrecipient shall return at the option of MCOG, all equipment, software, or other materials provided to Subrecipient under this AGREEMENT. If this AGREEMENT is terminated by MCOG, as provided herein, Subrecipient shall be reimbursed for expenses incurred prior to the termination date, in accordance with Section 6 through 8 of this AGREEMENT.
- b. Termination for Cause: If through any cause, Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if Subrecipient violates any of the covenants, agreements, or stipulations of this AGREEMENT, MCOG shall thereupon have the right to terminate the AGREEMENT by giving not less than ten (10) calendar days written notice to Subrecipient of the intent to terminate and specifying the effective date thereof. MCOG shall provide not less than 15 days for Subrecipient to cure prior to termination. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by Subrecipient under this AGREEMENT shall be provided to MCOG. At the option of MCOG, Subrecipient shall return all equipment, software, or other materials provided to Subrecipient under this AGREEMENT. Subrecipient shall be entitled to receive compensation for all work satisfactorily completed, in MCOG's judgment, in accordance with Exhibit A prior to the effective date of termination.
- c. Fiscal Funding Out: Subrecipient may terminate this AGREEMENT immediately upon email or other written notice should funding cease or be materially decreased during the term of this AGREEMENT.

23. Environmental, Resource Conservation, and Energy Requirements

Subrecipient recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project. Subrecipient agrees to adhere to any such federal and state requirements.

24. Notices

Any notice required or permitted to be given pursuant to this AGREEMENT shall be served by certified mail, return receipt requested, to the following addresses:

If to MCOG:

Mendocino Council of Governments  
Attn: Nephele Barrett, Executive Director  
525 S. Main St., Suite B  
Ukiah, CA 95482

If to Subrecipient:



Mendocino County Department of Transportation  
Attn: Howard Dashiell, Director  
340 Lake Mendocino Drive  
Ukiah, CA 95482

25. Counterparts

This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.

26. Ambiguities

The parties have each carefully reviewed this Agreement and have agreed to each term and condition herein. Each party has also had an opportunity to have this Agreement reviewed by legal counsel. No ambiguity will be construed against either party.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the date of the last signature below:

**DEPARTMENT FISCAL REVIEW:**

Transportation/Planning and Building Services

\_\_\_\_\_  
HOWARD N. DASHIELL, DOT Director DATE

\_\_\_\_\_  
JULIA KROG, P&BS Director DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 3010, 2851

Line Item: 3010: 82-1501, 5180; 2851: 82-6390

Grant: ☒ Yes ☐ No

Grant No.: varies

**CONSULTANT/COMPANY NAME**

By: \_\_\_\_\_

Date: \_\_\_\_\_

NAME AND ADDRESS OF CONSULTANT:

Nephele Barrett, Executive Director

Mendocino Council of Governments

525 S. Main St., Suite B, Ukiah, CA 95482

**INSURANCE REVIEW:**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: \_\_\_\_\_  
Deputy CEO

Date: \_\_\_\_\_

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ \_\_\_\_\_

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: \_\_\_\_\_

## **Annual Exhibits**

### **Fiscal Year 2022/23**

- Exhibit A – Subrecipient Scope of Work and Budget
- Exhibit B – Sample Subrecipient Invoice
- Exhibit C – MCOG’s Adopted Policies & Instructions
- Exhibit D – Special Conditions

## EXHIBIT A

### Subrecipient Scope of Work and Budget

Attached:

- A-1 Transportation Planning Overall Work Program (OWP)
  - Work Element 6 – Combined Special Studies
  - Work Element 14 – Training
- A-2 Surface Transportation Block Grant (STBG) Program Section 182.6 d(1)  
Formula Distribution – Balances Available to Claim



## EXHIBIT A-1

### Subrecipient Scope of Work and Budget

#### TRANSPORTATION PLANNING OVERALL WORK PROGRAM (OWP)

##### WORK ELEMENT 6 – COMBINED SPECIAL STUDIES

###### **PURPOSE:**

The purpose of this project is to perform special studies that will aid in safety improvements, prioritization of improvements for the overall region's local streets and roads systems (including the County Maintained Road System (CMRS) and the Cities' Street Systems), and to aid in the implementation of the Regional Transportation Plan. This project will collect data and perform special studies for use by local agencies to improve the safety of the CMRS and Cities' Street Systems by identifying traffic signing, marking deficiencies, and other potential hazards on roads, updating the transportation database and performing special studies, as needed. These studies may lead to policies, strategies, and actions that enhance the movement of people and goods in the region and beyond, as the rural road network connects Mendocino County to statewide and national transportation networks.

This work element directly supports the safety and efficiency aspects of the defined goal for local roads and streets in the Mendocino County Regional Transportation Plan.

###### **PREVIOUS WORK:**

This project has been funded in MCOG's annual Overall Work Program since the late 1980's. It was most recently included in FY 2021/22. Last year's work included completion of the 2021 Road System Traffic Safety Review Report, and beginning work on the 2022 Report. Work included maintenance and analyses of traffic accident records and performance of numerous traffic studies on the County Maintained Road System, traffic and speed surveys at Little River Airport Road, Pomo Lake Drive, Mountain House Road, CR 311, Airport Road, CR 424, Point Cabrillo Drive, CR 564, Sea Cypress Drive, and CR 568; updating the accident and signs databases for the County Maintained Road System, and responding to reports of potential hazards and inquiries concerning traffic safety aspects of various County Maintained Roads.

###### **TASKS:**

1. Update and analyze records of reported accidents on County Maintained Road System and make recommendations for improvements. (County DOT)
2. Perform traffic surveys and analyses as requested. (County DOT)
3. Research traffic accident records of area of County to be reviewed. (County DOT)
4. Conduct field review of traffic signing and markings. (County DOT)

5. Identify deficiencies and make recommendations for improvements on the surveyed roads. Pavement, roadway geometry and signing/markings requirements for efficient truck movements will be considered among recommendations for improvement on identified goods movement routes. (County DOT)
6. Update the Pavement Condition Index (PCI) in Streetsaver. (County DOT)
7. Provide traffic analysis support services for the incorporated cities in Mendocino County. (County DOT)
8. Coordinate and consult with all tribal governments. (County DOT)

### PRODUCTS:

The following products will improve the local transportation system by providing the wherewithal for such actions as replacing substandard traffic control signs and markings, removing unnecessary/confusing traffic control signs, setting realistic and enforceable speed zones, and providing some of the traffic engineering data that will eventually be needed for design of road or street improvements for applicable segments of the public agency transportation networks within Mendocino County.

1. Special Studies Summary - Identifies studies performed for County or City agencies, which will provide safety benefits to the region's local streets and roads systems. The Summary will include tasks, products and recipient agencies.
2. Road System Traffic Safety Review Report - Identifies deficiencies and makes recommendations for improvements on the surveyed roads.
3. Documentation of tribal government-to-government relations, as applicable.

### FUNDING AND AGENCY RESPONSIBILITIES:

Responsible Agency	Approx. Person Days	Budget	Funding Source	Fiscal Year
County DOT	100	\$ 60,000	State RPA*	2022/23
<b>Total</b>	<b>100</b>	<b>\$ 60,000</b>		

\* Use of State RPA funds must be in accordance with Caltrans' procurement and other requirements (no consultant mark-up; approved travel rates, etc.) Contact MCOG staff with questions.

### ESTIMATED SCHEDULE:

Tasks	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<b>1-8</b>	x	x	x	x	x	x	x	x	x	x	x	x

## WORK ELEMENT 14 – TRAINING

### PURPOSE:

To provide funding for technical training in the transportation planning field to the Mendocino Council of Governments (MCOG) planning staff, and to local agency staff, to stay abreast of changes in the field.

### PREVIOUS WORK:

This is an annual training work element that has been included in MCOG's Overall Work Program since FY 2003/04.

### TASKS:

- Attendance at transportation planning academies, seminars, workshops or training sessions that may be offered through Caltrans or other agencies (MCOG, County, Cities, MTA). *This task includes staff time and direct costs (i.e. registration, travel, lodging, meals, etc.)*

Specific training sessions are not identified. Examples of prior training funded under this annual work element include: workshops provided through U.C. Berkeley's Tech Transfer Program - SB 743/Vehicle Miles Traveled; Traffic Control for Safer Work Zones; and training offered through Caltrans - Resident Engineer Academy; Emergency Relief (ER); Consultant Contract training; training on various grant programs; as well as training offered through the Rural Counties Task Force, CalCOG, and other agencies.

**PRODUCTS:** Educational and training materials; trained/educated staff.

### FUNDING AND AGENCY RESPONSIBILITIES:

Responsible Agency	Approx. Person Days	Budget	Funding Source	Fiscal Year
MCOG Staff	27	\$ 20,890	Local LTF	2021/22
MCOG Direct Costs	n/a	\$ 11,807	Local LTF	2021/22
County/Cities/MTA Direct Costs	n/a	\$ 9,594	Local LTF	2021/22
<b>Total</b>		<b>\$ 42,291</b>		

### ESTIMATED SCHEDULE:

Tasks	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<b>1</b>	x	x	x	x	x	x	x	x	x	x	x	x

The parties to this AGREEMENT agree to the terms of this Annual Exhibit A and acknowledge that all applicable terms and conditions of the updated Master Agreement, effective July 1, 2022, shall apply.

The parties also agree that any amendments to the FY 2022/23 Transportation Planning Overall Work Program (OWP) approved by MCOG's Board of Directors may result in a revised Budget that shall apply to this Annual Exhibit.

**Mendocino Council of Governments:**

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Nephele Barrett, Executive Director

Date: \_\_\_\_\_

**Mendocino County Dept. of Transportation:**



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Howard Dashiell, Director

Date: 10/27/22



## EXHIBIT A-2

## Subrecipient Scope of Work and Budget

**SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM SECTION 182.6 D(1)  
FORMULA DISTRIBUTION – BALANCES AVAILABLE TO CLAIM**

**PURPOSE:**

Formerly known as Regional Surface Transportation Program (RSTP), the name has been changed to Surface Transportation Block Grant Program. MCOG annually elects to exchange its federal STBG funds for state funds under a program offered by California Department of Transportation (Caltrans). Eligible uses are as follows.

CALIFORNIA CONSTITUTION  
ARTICLE 19 MOTOR VEHICLE REVENUES

SECTION 1. Revenues from taxes imposed by the State on motor vehicle fuels for use in motor vehicles upon public streets and highways, over and above the costs of collection and any refunds authorized by law, shall be used for the following purposes:

(a) The research, planning, construction, improvement, maintenance, and operation of public streets and highways (and their related public facilities for nonmotorized traffic), including the mitigation of their environmental effects, the payment for property taken or damaged for such purposes, and the administrative costs necessarily incurred in the foregoing purposes.

(b) The research, planning, construction, and improvement of exclusive public mass transit guideways (and their related fixed facilities), including the mitigation of their environmental effects, the payment for property taken or damaged for such purposes, the administrative costs necessarily incurred in the foregoing purposes, and the maintenance of the structures and the immediate right-of-way for the public mass transit guideways, but excluding the maintenance and operating costs for mass transit power systems and mass transit passenger facilities, vehicles, equipment, and services.

**PREVIOUS WORK:** Not applicable.

**PRODUCTS:** Refer to Administrative Procedures, provided as Exhibit C-2, attached.

**FUNDING AND AGENCY RESPONSIBILITIES:**

A schedule of funds available to claim by each MCOG member agency is attached to this exhibit. Any funding presented as an estimate may result in more or less actual funding available to claim, without amendment to this Annual Exhibit. Refer also to Administrative Procedures, provided as Exhibit C-2, attached. All other terms and conditions applicable to this Scope of Work and Budget are specified in the Master Agreement, effective July 1, 2022.

MENDOCINO COUNCIL OF GOVERNMENTS (MCOG)

TEA-21 and SAFETEA-LU and MAP-21 and FAST Act  
Surface Transportation Block Grant Program (STBG)  
a.k.a. RSTP Section 182.6 d(1)  
"d1 Fund"

Cumulative (Formula) Distributions by MCOG 2005/06 to 2022/23

TOTALS	New distribn policy adopted 6/5/2006*	New policy adopted 6/6/11**	Fiscal Year:																		Preliminary Estimate	FY 2005/06 to 2022/23	Balances Available to Claim As of 9/6/2022
			2004/05	2005/06	2006/07	2007/08	2008/09	2009/10	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22			
Partnership Fund	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,725,000	NA
Local Assistance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,170,000	NA
Point Arena	347,081	49,214	51,031	43,367	51,480	45,979	54,677	54,677	62,885	54,622	65,346	55,310	50,409	60,390	67,653	72,779	71,732	74,880	74,753	90,000	90,000	1,061,184	74,880
Willits	501,833	74,461	77,210	65,615	77,889	69,566	82,726	82,726	95,145	82,643	98,869	83,684	76,268	91,370	102,359	110,115	108,530	113,293	113,101	134,106	134,106	1,605,571	331,938
Fort Bragg	531,697	79,333	82,262	69,908	82,986	74,118	88,139	88,139	101,370	88,051	105,338	89,159	81,259	97,348	109,057	117,320	115,631	120,706	120,501	180,478	180,478	1,710,628	560,063
Elkiah	773,729	118,820	123,207	104,703	124,290	111,009	132,009	132,009	151,825	131,876	157,767	133,536	121,703	145,801	163,337	175,713	173,184	180,785	180,785	252,052	252,052	529,682	529,682
County DOT	582,951	88,290	91,550	77,801	92,355	82,486	98,091	98,091	112,816	97,992	117,231	99,226	90,433	108,339	121,370	130,566	128,687	134,334	134,106	134,106	134,106	1,903,764	0
TOTALS	2,737,291	460,119	500,261	461,393	528,999	483,158	645,642	645,642	714,041	645,185	734,551	650,915	610,072	693,249	753,777	796,494	787,764	813,998	812,939	812,939	11,738,199	14,475,490	1,496,564
Check:	2,737,291	460,119	500,261	461,393	528,999	483,158	645,642	645,642	714,041	645,185	734,551	650,915	610,072	693,249	753,777	796,494	787,764	813,998	812,939	812,939	14,475,490	14,475,490	
No Strading = Available to Claim																							FY 1997/98 to 2022/23

No Shading = Available to Claim  
 Green Shading = Paid to Claimants  
 Orange Shading = Estimated funding / not yet received from State

NOTES:

Administrative procedures as of 2002/03: Claimants to submit Annual Report, Project List, and compliance agreement each funding cycle.  
Since 2017/18, Subrecipient Agreements replace the compliance agreement form.  
\* Reserves MCOG share "off the top" to capital fund for regional projects.  
\*\* Reserves additional MCOG share "off the top" for Local Assistance - Project Delivery.

## EXHIBIT B

## Sample Subrecipient Invoice

(Available by request in Excel format)

## Agency Letterhead

## INVOICE

Work Element/Project Title

To:

Mendocino Council of Governments

Invoice Date:

Attn.:

367 N. State St., Suite 206

Invoice Number:

Ukiah, CA 95482

Dates of Service:

Description of Activity	Personnel - Name & Title	Hourly Rate	Hours	Amount Billed
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
	Total Labor:			\$0.00
	Reimbursable Expenses - <i>attach receipts</i>	Item Cost	Quantity	Total Cost
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
	Total Reimbursable Expenses:			\$0.00
Total Amount Due:				\$0.00

## Overall Funding Summary

Total Budget	\$	-
Amount Previously Billed		
Current Amount Billed	\$	-
Balance Remaining	\$	-

I certify the charges for work billed are proper and that progress of the project is commensurate with cash disbursements being claimed on the "Total Amount Due" line above. I have reviewed the invoice and supporting documentation and concur that expenses are consistent with the scope of work.

Agency Representative Signature:

Print/type Name and Title:

Date

Approved for Payment By:

Name of MCOG Representative:

Date

## EXHIBIT C

### MCOG's Adopted Policies & Instructions

Attached:

- C-1 Transportation Planning Overall Work Program (OWP) Policies and Application Instructions (4 pages)
- C-2 Surface Transportation Block Grant Program (STBGP) Administrative Procedures (5 pages)
- C-3 Local Transportation Fund 2% Bicycle & Pedestrian Program Application Form (4 pages)



## EXHIBIT C-1

*Amended 10/3/16  
(Administrative update 10/15/18)*

## MCOG's Adopted Policies &amp; Instructions - OWP

**MENDOCINO COUNCIL OF GOVERNMENTS  
OVERALL WORK PROGRAM (OWP)  
POLICIES AND APPLICATION INSTRUCTIONS**

**General Information**

The Mendocino Council of Governments has adopted a policy that a portion of Local Transportation Funds (LTF) will be allocated to assist in funding the annual transportation planning work program. Other funding sources for the work program include various State and Federal funds.

**Eligible Applicants/Projects**

Eligible applicants include the parties to MCOG's Joint Powers Agreement (JPA), which are the Cities of Ukiah, Willits, Fort Bragg, and Point Arena; and the County of Mendocino. Mendocino Transit Authority is also an eligible applicant. Other potential applicants must have an eligible JPA member sponsor agency.

Projects funded under the annual work program are of a planning nature, including studies related to transportation needs, technical assistance, transportation-related training for Technical Advisory Committee (TAC) members, Local Agency Staff, and MCOG staff; administration of the work program, and direct costs.

**Application Cycle/Schedule**

The cycle for the OWP process shall begin annually October 15, at which time MCOG staff will forward the OWP application package consisting of these Policies and Application Instructions, an Application/Proposed Scope of Work Form (attached), and a Quarterly Report Form (attached) to TAC members. **There shall be a six week application period of October 15 - December 1**, with all applications due to the MCOG office no later than 5:00 p.m. on December 1 of each year (if this date falls on a weekend, the following Monday shall apply).

Applicants must submit three (3) copies of the completed application/scope of work form, and one electronic copy. Incomplete applications or applications with insufficient copies will be returned to the applicant for completion.

A preliminary draft OWP is prepared by MCOG staff for review at the TAC level, and submitted to Caltrans by March 1. After incorporation of Caltrans' comments, a Final OWP is prepared for MCOG approval. The Final OWP is adopted along with the Regional Transportation Planning Agency annual budget in June of each year.

**Quarterly Reporting/Payments**

All agencies that are funded under the work program are required to submit quarterly progress reports to the MCOG office within 15 days following the end of each quarter. The progress of each work element is then compiled into a quarterly OWP report, which is submitted to the State.

Amended 10/3/16  
(Administrative update 10/15/18)

Payments are tied to timely submittal of quarterly reports and satisfactory performance as determined by MCOG. Payments are made to work program participants upon invoicing with documentation of work performed, and subject to approval by MCOG's Executive Director.

### **Amendments**

Any formal amendment to the approved work program requires approval by both MCOG and Caltrans, therefore any delays or problems should be promptly communicated with MCOG staff. Amendments to the approved work program are not allowed by Caltrans after May 1 of any year. Administrative amendments which involve insignificant changes (with no changes to state or federal funding) require approval only by MCOG.

### **Carryover Requests**

The program period for each work program is July 1 through June 30 of each year. Every attempt must be made to complete programmed activities within the programmed fiscal year; however, if there is a need to carry over a project to the next fiscal year for completion, the requesting agency must submit justification for the carry over to MCOG. Carryover requests are subject to the following restrictions:

Projects funded with State Rural Planning Assistance (RPA) funds are expected to be completed in the initial year of programming; however, limited extensions are possible and will be considered on a case-by-case basis (*subject to approval by the MCOG Executive Director*). Caltrans allows up to 25% of an agency's annual RPA allocation to be carried over for a maximum of one year, after the initial year of programming.

Projects funded with Local Transportation Funds (LTF) funds may be carried over (*subject to approval by the MCOG Executive Director*) for a maximum of two years, after the initial year of programming.

Projects funded with Planning, Programming & Monitoring (PPM) funds may be carried over (*subject to approval by the MCOG Executive Director*) for a maximum of two years, after the initial year of programming.

Grant funded projects are subject to the carryover provisions of the pertinent State or Federal funds.

Attachments: OWP Application – Scope of Work Form  
OWP Quarterly Report Form

**MENDOCINO COUNCIL OF GOVERNMENTS  
FY \_\_\_\_\_ OVERALL WORK PROGRAM  
APPLICATION - PROPOSED SCOPE OF WORK**

**Applicant Agency:**  
**Contact Person:**  
**Project Title:**

**Date Submitted:**

*Use additional sheets as necessary to prepare outline.*

**GOAL/PURPOSE** - What does this planning project intend to achieve? How does this planning work address the goals and objectives of the 2017 Regional Transportation Plan? See RTP pages 18-29, available on MCOG's website <https://mendocinocog.specialdistrict.org>.

**PREVIOUS WORK** - Has any related work been done in the past?

**TASKS** - List all tasks and responsible party for each task.

**PRODUCTS** - Identify products of the planning effort. How will these products be used to improve the state, regional, or local transportation system?

**TIME SCHEDULE** - Provide a monthly schedule by task. Schedule must indicate that all tasks can be completed in one fiscal year.

*SAMPLE*

Tasks	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	x	x	x									
2-6				x	x	x	x	x	x			
7										x	x	x

**ESTIMATED PERSON DAYS/ COST BREAKDOWN** - Provide estimated person days and costs for each agency and consultant.

**PROPOSED FUNDING SOURCES & AMOUNTS** - Provide amounts of proposed funding from all sources. Are there leveraging opportunities available? Has funding from other sources been sought for this planning project?

*Notes:*

1. Receipts and documentation are required for all direct costs, including copies of consultant invoices and receipts. Mark-up of direct costs is not allowed.
2. Travel costs are limited to Caltrans approved travel rates, available at the following link: <http://www.dot.ca.gov/hq/asc/travel/ch12/1consultant.htm#rr>.
3. It is applicant's responsibility to comply with all fiscal and procurement requirements of federal, state, regional, or local funding agencies.
4. The Transportation Development Act (TDA) requires recipients of Local Transportation Funds to submit annual fiscal audits to MCOG.

**MENDOCINO COUNCIL OF GOVERNMENTS  
OVERALL WORK PROGRAM QUARTERLY REPORT  
\_\_\_\_\_ Quarter, FY \_\_\_\_\_**

**AGENCY:**

**DATE:**

**WORK ELEMENT NO. & TITLE:**

**PURPOSE:**

**PROGRESS:**

**PRODUCT EXPECTED:**

**PROBLEMS:**

**OUTLOOK/STATUS:**

**FUNDS:**

**OWP Funding:**           \$\_\_\_\_\_

**Claimed to date**       \$\_\_\_\_\_

**Balance to be claimed:** \$\_\_\_\_\_

# MENDOCINO COUNCIL OF GOVERNMENTS

## SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM

### Claim Procedures

Revised October 7, 2021

Supersedes “Administrative Procedures” of 2003, 2007

### Funding Overview

Federal transportation legislation authorizes funding for the STBG Program, most recently through the Fixing America’s Surface Transportation (FAST) Act of 2015, administered by the Federal Highway Administration (FHWA). Previously known as the Regional Surface Transportation Program (RSTP), “block grant” was added to the name under the FAST Act, acknowledging the historically flexible eligibility of these funds to best address State and local transportation needs. The funds are apportioned to the States, which then suballocate by region.

In California, the Department of Transportation (Caltrans) offers an optional Federal Apportionment Exchange Program to the Regional Transportation Planning Agencies. The Mendocino Council of Governments (MCOG) customarily has taken advantage of this option to exchange for nonfederal State Highway Account (SHA) funds, to relieve the administrative burden of receiving federal funds, by executing an exchange agreement annually with Caltrans. The terms are governed by California Streets and Highways Code, Article 5, Section 182.6.

MCOG annually allocates STBG funds by budget resolution to the County of Mendocino and the Cities of Ukiah, Willits, Fort Bragg, and Point Arena, according to a distribution formula adopted by MCOG on November 2, 1998 and amended on June 5, 2006. The funds are held until claimed by each of these member local agencies, subject to administrative requirements to comply with State terms.

Eligible uses of the STBG funds are identified in the California Constitution Article 19, Motor Vehicle Revenues, Section 1, summarized as:

The research, planning, construction, improvement, maintenance, and operation of public streets and highways (and their related public facilities for nonmotorized traffic), including the mitigation of their environmental effects, the payment for property taken or damaged for such purposes, and the administrative costs necessarily incurred in the foregoing purposes.

### Administrative Requirements

This amendment of MCOG’s claim requirements is meant to better align with the master terms of its Subrecipient Cooperative Agreement with the member agencies (started in 2017), which flow down terms and conditions of the various public funds received and administered by MCOG. Terms for submittal of Invoices, Reporting and Deliverables are detailed in Section 5 of the Agreement.

Whereas previously MCOG has distributed RSTP/STBG funds as either an advance or a reimbursement, as requested by the claimant, this amendment requires documentation of costs incurred for the eligible project before release of the funds allocated to claimants, consistent with the Agreement.

Claimants may “save up” annual allocations to accumulate in MCOG’s fund for a larger project than can be funded in a single year, until ready to submit a multi-year claim. Conversely, a project may be broken down into phases for more manageable cash flow, to be reimbursed in annual installments.



# MENDOCINO COUNCIL OF GOVERNMENTS

Before expending funds on a project for later reimbursement, each claimant shall submit to MCOG a list of eligible projects on which they plan to expend the funds, for determination of eligibility. A form is provided for this purpose. MCOG will notify each claimant agency of their fund balances available, at least annually.

The list shall include a project description, the names of all streets and roads with potential projects, the type of project (e.g. rehabilitation, maintenance, improvement, operations, safety, etc.) and the functional classification based on the "annual maintained mileage report" prepared by each agency. If the project is for equipment or other street/road-related items, specify relevant details in the description.

Upon determination by MCOG of project eligibility, reimbursable work may proceed. Claims may be submitted for reimbursement upon project or phase completion, to include an invoice and a summary list of expenses with date, payee, description and amount for each expenditure. Claimant shall retain backup documentation such as receipts for at least three years after final STBG payment. Unclaimed amounts will remain reserved in claimant's available fund balance for future claims.

Note that this revised procedure might not perfectly reflect terms of the current master Subrecipient Agreement, which is due for review and update in Fiscal Year 2022/23, when terms may be amended as needed.

## Checklist

- ☐ Refer to annual Subrecipient Agreement exhibit for available funds.
- ☐ Plan project, consult with MCOG staff as needed.
- ☐ Submit list to MCOG for review and determination of eligibility.
- ☐ On approval, proceed with reimbursable project work.
- ☐ Following project or phase completion, submit invoice to MCOG.
- ☐ Keep expense documentation on file for the required retention period.

## Attachments

- List submittal form, available as Word document
- Sample reimbursement invoice, available as Excel spreadsheet
- Sample expense summary

# MENDOCINO COUNCIL OF GOVERNMENTS

Page 31 of 39

## SURFACE TRANSPORTATION BLOCK GRANT PROGRAM (STBG)

Project List  
for Fiscal Year \_\_\_\_\_  
(List all Potential or Planned Projects)

Name of Street/Road/Project	Type of Project (examples below)*	Functional Class and/or Description **

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Agency

\* Project Type examples: Rehabilitation, maintenance, improvement, operations, equipment, safety, bicycle lane, pedestrian access, environmental mitigation, streetscape

\*\* Functional Classification and/or Description examples:

Arterial, major/minor collector, local road, paving, chip seal, sidewalks, storm drains, street sweeper, traffic signal

## Agency Letterhead

**INVOICE**

Date

Invoice # \_\_\_\_\_

**BILL TO:** Mendocino Council of Governments  
 Attn. Janet Orth, Deputy Director & CFO  
 525 S. Main St., Suite B  
 Ukiah, CA 95482

**PROJECT:** Surface Transportation Block Grant (STBG) Program  
 Name of project

**Date/s Completed:** Date range

Fiscal Year of MCOG Funding Allocation by Formula Distribution	MCOG Amount Allocated	Difference of Allocation and Amount Claimed	Total Reimbursement Request
Example: FY 2019/20		\$0	
FY 2020/21		\$0	
FY 2021/22		\$0	
		\$0	
		\$0	
		\$0	
		\$0	
<b>TOTAL INVOICE AMOUNT DUE:</b>			<b>\$0</b>

Supporting documentation, including expense summary list, is attached.  
 Further detailed documentation is on file for the required retention period.  
 All expenditures requested for reimbursement have been processed and paid.

\_\_\_\_\_  
 Name of authorized signator  
 Position title

\_\_\_\_\_  
 Date

[Report Date] [PROJECT NAME] EXPENSE SUMMARY

Type	Date	Num	Source Name	Memo	Debit	Credit	Balance
Bill	07/27/2020	9094	MENDOCINO METALS		196.71		196.71
Credit Card Charge	09/01/2020		OFFICE SUPPLY.COM		233.87		430.58
Credit Card Charge	09/17/2020		OFFICE SUPPLY.COM		58.47		489.05
Bill	10/09/2020	Estimate 10092020	JERI-CO GARAGE DOORS		8,100.00		8,589.05
Bill	10/09/2020	Remaining Balance	JERI-CO GARAGE DOORS		8,100.00		16,689.05
Bill	10/12/2020	9195	MENDOCINO METALS		716.76		17,405.81
Bill	10/14/2020	505237-2	AACTION RENTS		54.88		17,460.69
Bill	10/15/2020	9074649	HOME DEPOT		138.23		17,598.92
Bill	10/29/2020	5022154	HOME DEPOT		63.47		17,662.39
Bill	11/02/2020	1070212	HOME DEPOT		292.87		17,955.26
Bill	11/04/2020	781159	Solid Waste Systems, Inc		88.85		18,044.11
Bill	11/20/2020	513463-2	AACTION RENTS		163.52		18,207.63
Bill	11/25/2020	146754	RELIABLE MILL SUPPLY INC		542.72		18,750.35
Bill	11/30/2020	November 2020	FRIEDMAN BROS.		1,966.10		20,716.45
Bill	12/04/2020	November 2020	HOME DEPOT		3,533.92		24,250.37
Credit Card Charge	12/16/2020		HOME DEPOT		85.22		24,335.59
Credit Card Charge	12/17/2020		Northern Tool		420.70		24,756.29
Bill	12/18/2020		Solid Waste Systems. Inc		171.19		24,927.48
Credit Card Charge	12/22/2020		HD Supply White Cap		543.50		25,470.98
Credit Card Charge	12/23/2020		HOME DEPOT		1,598.66		27,069.64
Credit Card Charge	12/23/2020		Norcal Recycle Rock		251.86		27,321.50
Credit Card Charge	12/30/2020		Norcal Recycle Rock		90.62		27,412.12
Bill	12/31/2020	20809	NOR-CAL RECYCLED ROCK		157.43		27,569.55
Bill	12/31/2020	December 2020	FRIEDMAN BROS.		2,903.00		30,472.55
Credit Card Charge	01/01/2021		National Business Furniture		1,386.90		31,859.45
Bill	01/04/2021	321132	MENDO MILL		233.68		32,093.13
Bill	01/05/2021	December 2020	HOME DEPOT		1,055.01		33,148.14
Bill	01/11/2021	521708-2	AACTION RENTS		411.59		33,559.73
Bill	01/11/2021	1544749	HOME DEPOT		601.62		34,161.35
Bill	01/13/2021	9544826	HOME DEPOT		151.55		34,312.90
Bill	01/19/2021	20841	NOR-CAL RECYCLED ROCK		37.76		34,350.66
Bill	01/21/2021	1353921	HOME DEPOT		353.46		34,704.12
Credit Card Charge	01/25/2021		AMAZON BUSINESS		269.68		34,973.80



# MENDOCINO COUNCIL OF GOVERNMENTS

525 South Main Street~Ukiah~California~95482  
www.mendocinocog.org

NEPHELE BARRETT, EXECUTIVE DIRECTOR

Administration: Suite B  
(707) 463-1859  
Transportation Planning: Suite G  
(707) 234-3434

## 2022-23 APPLICATION FOR MCOG FUNDING PEDESTRIAN and/or BICYCLE FACILITIES PROJECT

Please complete each portion of the application in as much detail as possible/appropriate.

1. Project Name:	9. Line item cost estimate:
2. Applicant (City, County, MTA)	a. Environmental Documentation
3. Estimated Total Cost: \$	b. Design
4. Funding Requested: \$	c. Right-of-Way
5. Other Funding: (identify amounts & sources)	d. Construction
6. This Form Prepared By:	
7. Phone Number:	
8. Date:	
10. Description of project: Specify type of facility (pedestrian walkway, standard sidewalk, bikeway (Class I, II, or III) multi-use facility, ADA compliance, etc. How does this project implement the 2008 California Complete Streets legislation?	

*Revised form approved by MCOG 10/4/10  
Administrative update 8/2/22*



11. How would this facility improve safety? (Upgrade existing facility, provide new facility, remove gaps in existing system?)

12. How much use (in users per day, or per week) would this facility get? What is the basis for this estimate? (What is the traffic volume on adjacent street/road, if applicable?)

13. To what extent would this facility be used by commuters? Commuters are people (including children) who use the facility for utilitarian purposes (including work, school, shopping, etc.). Identify below and on project map, non-motorized traffic generators and attractors (residential neighborhoods, schools, shopping, recreational areas, etc.) along or at termini of proposed project.

14. What is the readiness of this project? Include milestones for each activity below:

<u>Activity</u>	<u>Date (mo/yr)</u>
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Environmental	
---------------	--

Design	
--------	--

Right-of-Way	
--------------	--

Construction	
--------------	--

15. Will this project completely or partially implement a specific plan that has been developed and adopted for the area? Examples are: Downtown Design Plan, Community Action Plan, Downtown Streetscape Plan, ADA Implementation Plan, Transit Service Implementation Plan.

16. Is the proposed project identified in or consistent with existing plans for the area (Active Transportation Plan, Bikeway Plan, City/County General Plans, Regional Transportation Plan, and others)? Identify where project is listed in plan or state how consistency with plan is achieved.

17. What alternate sources of funding have been sought for this project?

<u>Source</u>	<u>Application Date</u>	<u>Status</u>	<u>Date Available if Approved</u>

18. Is this non-motorized project a component of a larger project? If so, provide details of the larger project

19. What other funds have already been committed to this project?

<u>Fund Type</u>	<u>Amount</u>	<u>Documentation</u> (Funding Agreement, Resolution/Minute Order)
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20. Does your agency currently have any open LTF 2% Bike & Pedestrian projects? If so, what is the status?

21. Other Comments:

## EXHIBIT D

## Special Conditions

**REGIONAL EARLY ACTION PLANNING (REAP)**

MCOG amended its Joint Powers Agreement (JPA) in 2020 to add housing matters as a specific power, with all five member agencies approving by resolution, in order to take advantage of grant opportunities from California Department of Housing and Community Development (HCD).

HCD awarded a Regional Early Action Planning (REAP) Program grant to MCOG under its Local Government Planning Support Grants Program to Councils of Governments and other Regional Entities (as described in Health and Safety Code section 50515.02), for activities that “increase housing planning and accelerate housing production in ways that align with state planning priorities, housing, transportation, equity, and climate goals” with eligible activities that include providing technical assistance, performing infrastructure planning, and conducting feasibility studies.

MCOG elected to suballocate 90 percent of the grant funds to member jurisdictions for these activities, and after consultation with agency staffs, approved a distribution formula. Each agency chose one or more eligible projects to accomplish. MCOG shall reimburse each agency upon receipt of invoices for allowable costs as described in the grant proposal.

Due to a time extension by HCD, projects may be carried over to Fiscal Year 2023/24. Refer to MCOG’s REAP application for details, excerpt attached.

**County of Mendocino’s 2022/23 grant funding is \$177,228.**

**FUNDING AND AGENCY RESPONSIBILITIES:**REAP Suballocations – Carried Over

County of Mendocino	\$177,228
City of Ukiah	69,536
City of Fort Bragg	46,410
City of Willits	35,365
City of Point Arena	<u>0 - project completed</u>
Subtotal	\$328,539

MCOG REAP funds carried over (of \$38,325 or 10%)      \$ 25,912  
for Grant Administration & Management

TOTAL REAP Grant carried over \$ 354,451

Responsible Agency	Estimated Person Days	Budget	Funding Source	Funding Year
County PBS	N/A	177,228	State HCD	2020/21

Excerpt of MCOG's REAP application:

"The County is planning to use part of their funds to develop, refine and update software tools to enhance housing opportunities and tracking. Updates to their permit tracking and reporting software will provide assistance with site inventories to support preparation of their housing elements; allow for better tracking of new building activity and data collection (cost, affordability, type); facilitate more efficient, less paper-based review pathways; and assist in grant funding opportunities. Updates to the County's GIS platform will help accelerate owner/builder housing production by conveying factors that limit or prohibit residential uses; allow the County to host and update an interactive GIS map that provides connections to zoning regulations and ADU requirements per parcel; and allow the visualization of new housing construction to better understand regional dynamics of new housing starts. The rest of the funds will be used to work cooperatively with local agencies and special districts on regional housing issues. Specifically, the County plans to facilitate a "MAC Academy" for each of the County's six Municipal Advisory Councils. Each MAC would receive two trainings during or after their regular meetings to learn about local and State housing regulations, CEQA, funding opportunities, the Sub-Division Map Act, and the application referral process. The remaining funds will be spent working with the City of Ukiah to identify additional goals and opportunities under the Ukiah Valley Area Plan."

**Project Timeline and Budget for Eligible Activity 4** - Suballocating moneys to jurisdictions or other subregional entities:

Task	Est. Cost	Begin	End	Deliverable
County of Mendocino				
Update Permitting Software	\$ 50,000	3/1/2021	1/31/2024	New permitting software
Update GIS Software	30,000	3/1/2021	1/31/2024	New GIS software
Coordinate with City of Ukiah	50,000	3/1/2021	1/31/2024	New goals/opportunities identified to implement the UVAP
MAC Academy	47,228	3/1/2021	1/31/2024	12 trainings (2 per MAC)

The parties to this AGREEMENT agree to the terms of this Annual Exhibit D and acknowledge that all applicable terms and conditions of the updated Master Agreement, effective July 1, 2022, shall apply.

**Mendocino Council of Governments:**

**Mendocino County Planning & Building Services:**

\_\_\_\_\_  
Nephele Barrett, Executive Director

Date: \_\_\_\_\_

\_\_\_\_\_  
*Julia Krog*

Julia Krog, Director

Date: 10/27/22