

**SUBRECIPIENT AGREEMENT
BETWEEN
MENDOCINO COUNCIL OF GOVERNMENTS
AND
MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION**

THIS AGREEMENT is made and entered into effective July 1, 2017 between Mendocino County Department of Transportation ("Subrecipient") and Mendocino Council of Governments ("MCOG"), 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)
- Regional Surface Transportation Program (RSTP)
- 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 (Caltrans), 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, 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 infrastructure, consistent with MCOG's adopted OWP, 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WHEREAS, for any terms or conditions covered under this AGREEMENT that may be superseded by other grant or fund agreement(s) signed by MCOG, an exhibit identifying "Special Conditions" shall prevail; therefore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 Master Agreement, and may be amended by mutual written agreement. Exhibits are subject to annual renewal. The fiscal year begins July 1 and ends June 30. The term of this Master Agreement is July 1, 2017 through June 30, 2022.
- 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 Exhibit A.
- 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 Exhibit A.
- 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 receipts for all direct costs, 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.
- c. 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). 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 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:
 - 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 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 MCOG OWP 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. 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, by representatives of MCOG, the state, 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.

- 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; 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. 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-kick back 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, 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.

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 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 a reasonable opportunity 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.: Phillip J. Dow, Executive Director
367 N. State St., Suite 206
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:

Mendocino Council of Governments:

Phillip J. Dow, P.E., Executive Director

Date: _____

APPROVED AS TO FORM:

(Signature on file)

Douglas L. Losak
Law Offices of Duncan M. James
MCOG Legal Counsel

Insurance Review:

RISK MANAGER

By: _____
ALAN D. FLORA, Risk Manager

Executive Office Review:

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

Fiscal Review:

By: _____
Deputy CEO/Fiscal

Mendocino County Dept. of Transportation:

Duly authorized Subrecipient signatory

Date: _____

Mendocino County Review:

County Counsel Review:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: _____
Deputy

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 13 – Orchard Avenue Extension Feasibility Study
- Work Element 14 – Training

A-2 Branscomb Road Pedestrian/Multi-Use Bridge Over Ten Mile Creek Project

A-3 Regional Surface Transportation Program (RSTP) Section 182.6 d(1)
Formula Distribution – Balances Available to Claim

A-4 North State Street Signal Improvements Project

EXHIBIT A-1

Subrecipient Scope of Work and Budget

TRANSPORTATION PLANNING OVERALL WORK PROGRAM (OWP)

WORK ELEMENT 6 – COMBINED SPECIAL STUDIES

PURPOSE:

To perform special studies that will aid in safety improvements, as well as prioritization of improvements, for the overall region's local streets and roads systems (*including County Maintained Road System and the Cities' Street Systems*) and to aid in 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 County Maintained Road System and Cities' Street Systems by identifying traffic signing and marking deficiencies and other potential hazards on roads, updating the transportation database, and performing special studies, as needed.

PREVIOUS WORK:

This work element previously consisted of two separate work elements (*W.E. 4 Road System Traffic Safety Review & W.E. 6 Special Studies*) which have been included in the annual Work Program since the late 1980's. Together, they have provided for the maintenance and analyses of traffic accident records and the performance of numerous traffic studies on the County Maintained Road System; funded the collection and processing of data from traffic volume counts, radar speed surveys and other traffic studies for the incorporated cities; and have identified deficiencies and recommended improvements for numerous portions of the County Maintained Road System. They were combined into one work element, for efficiency, in FY 2012/13. This 2017/2018 work element will continue these and similar efforts.

TASKS:

1. Coordination and consultation with all tribal governments. (County DOT)
2. Provide traffic analysis support services for the incorporated cities in Mendocino County. (County DOT)
3. Update and analyze records of reported accidents on County Maintained Road System and make recommendations for improvements. (County DOT)
4. Perform traffic surveys and analyses as requested. (County DOT)
5. Research traffic accident records of area of County to be reviewed. (County DOT)
6. Conduct field review of traffic signing and markings. (County DOT)

7. Identify deficiencies and make recommendations for improvements. On identified goods movement routes, pavement, roadway geometry and signing/marking requirements for efficient truck movements will be considered among recommendations for improvement. (County DOT)
8. Update the Pavement Condition Index (PCI) in Streetsaver. (County DOT)

PRODUCTS:

Products include: (1) a Special Studies Summary which 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) a Road System Traffic Safety Review report which identifies deficiencies and makes recommendations for improvements on the roads surveyed; and (3) documentation of tribal government-to-government relations, as applicable.

FUNDING AND AGENCY RESPONSIBILITIES:

Responsible Agency	Estimated Person Days	Budget	Funding Source	Fiscal Year
County DOT	100	\$60,000	State RPA*	2017/18
Total	100	\$60,000		

* 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
1-8	x	x	x	x	x	x	x	x	x	x	x	x

WORK ELEMENT 13

ORCHARD AVENUE EXTENSION FEASIBILITY STUDY – GRANT MATCH

PURPOSE:

The Mendocino County Department of Transportation will hire a consultant to conduct a feasibility study for the northerly extension of Orchard Avenue (in Ukiah area). This work element will provide the required local match for the Caltrans Sustainable Communities Transportation Planning Grant, awarded for this project.

PREVIOUS WORK: None.

TASKS:

1. Project Initiation & Coordination

1.1 Project Kick-off Meeting

- Hold a kick-off meeting with MCDOT staff and Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information. Provide written meeting summary.

Responsible Party: MCDOT

1.2 Procurement of Consultant; Request for Proposals Preparation; Consultant Selection

- Prepare Request for Proposals (RFP) and distribute to various consulting firms to obtain competitive bids for this project
- Form a Consultant Selection Committee (expected to be comprised of representatives from MCDOT, MCOG and Caltrans District One) to review proposals and select a consultant.
- Prepare and execute a contract with the successful consultant.

Responsible Party: MCDOT

1.3 Coordination with Project Partners

- Coordinate with MCDOT staff as primary technical resource staff.
- Form a Project Development Team (PDT) (expected to be comprised of representatives from MCDOT, MCOG, MCDPBS, and Caltrans District One) to provide input throughout the study.
- Hold a kick-off meeting with the consultant and PDT to refine the scope of work and discuss the intent of the project.
- The consultant will meet with the PDT as needed, and will prepare agendas and minutes for PDT meetings.
- Includes travel expenses.

Responsible Party: MCDOT, Consultant

Task	Deliverable
1.1	Kick-off Meeting Agenda & Meeting Notes
1.2	RFP & Distribution List; Procurement Procedures; Executed Consultant Contract
1.3	PDT Membership List; PDT Agendas & Meeting Notes; Travel Expenses

2. Data Collection & Mapping

2.1 Research Data/Assess Existing Conditions

- Gather and review existing documents and data (e. g. right of way ownership, environmental conditions, corridor characteristics, etc.) and assess existing conditions of study corridor.
- Research applicable safety, Americans with Disabilities Act (ADA) and legal requirements, and road standards, as applicable.
- Consult with MCDOT regarding County regulations and requirements for facility development or improvement.

Responsible Party: Consultant

2.2 Produce Aerial Maps

- Perform data collection.
- Gather and refine mapping data.
- Configure aerial maps to show key project features.
- Prepare (aerial map based) exhibits for public community meetings.

Responsible Party: Consultant

Task	Deliverable
2.1	Existing Conditions Memorandum
2.2	Roadway Data; Corridor Strip Maps; AutoCAD maps; Project Exhibits for Public Community Meetings

3. Public Outreach

3.1 Develop Stakeholder List/Prepare Outreach Materials

- Develop list of stakeholders for advertisement of three community meetings.
 - Prepare outreach materials (including press releases, English and Spanish flyers, posters) introducing the project and announcing the public community meetings.
 - Distribute outreach materials to PDT, stakeholders, low-income and minority communities, and local media.

Responsible Party: Consultant

3.2 Hold Community Meetings

- Plan, organize, publicize, and hold first community meeting to introduce project and solicit community input.
- Plan, organize, publicize, and hold second community meeting to report progress and invite additional public input. (See Task 5.2)
- Plan, organize, publicize, and hold third community meeting to present draft feasibility report, and solicit public feedback. (See Task 6.2)
- Provide a Spanish translator at community meetings, as needed.
- Includes travel expenses.

Responsible Party: Consultant

Task	Deliverable
3.1	List of Stakeholders, Outreach Materials, Flyers, Posters, News Releases, Comment Cards, etc.
3.2	Three (3) Community Meetings, Agendas, & Meeting Notes; Attendance Sheets; PowerPoint Presentations; Travel Expenses

4. Preliminary Technical Studies & Cost Estimates

4.1 Preliminary Environmental Overview

- Identify environmental constraints (*identification only; no environmental work*)
- Gather geologic information.

Responsible Party: Consultant

4.2 Preliminary Roadway Layouts

- Identify potential roadway alignments.
- Develop preliminary roadway layouts.

Responsible Party: Consultant

4.3 Preliminary Cost Estimates

- Develop preliminary (conceptual) cost estimates for identified roadway alignments including design, environmental analysis, permitting, ROW acquisition (if required), and construction.

Responsible Party: Consultant

Task	Deliverable
4.1	Preliminary Environmental Overview Report; Geologic and Soils Report
4.2	Alignments Map; Roadway Layouts Map

4.3	Preliminary Cost Estimates
-----	----------------------------

5. Alternatives Analysis & Presentations

5.1 Alternatives Analysis

- Develop ranking criteria for evaluation of alignments.
- Analyze and rank identified roadway alignments and roadway layouts.
- Include provisions for non-motorized facilities
- Utilize Greater Ukiah Area Micro-Simulation Model (GUAMM) to test top-ranked alignment scenarios (*in coordination with Caltrans modeling staff*).
- Based on rankings and GUAMM test results, develop ranked list of roadway alignments.

Responsible Party: Consultant

5.2 Presentation of Alternatives

- Present alignment alternatives to PDT for review.
- Develop presentation materials and exhibits for community meeting.
- Present alignment alternatives at second community meeting. (See Task 3.2)
- Includes travel expenses.

Responsible Party: Consultant

Task	Deliverable
5.1	Ranking Criteria; Alignments Analysis Report; Alignments Ranking Exhibit; GUAMM Scenario Results; Ranked List of Alignments
5.2	PDT Agenda & Meeting Notes; Presentation Materials & Exhibits; Travel Expenses

6. Draft and Final Feasibility Report

6.1 Prepare Draft Report

- Prepare Draft Feasibility Study which will:
 - Include an analysis of existing conditions
 - Include a summary of predominant concerns and issues
 - Document public outreach process and summarize community input
 - Include alignment alternatives
 - Include alignment rankings
 - Include provisions for non-motorized facilities
 - Include traffic projections
 - Include GUAMM test results

- Provide preliminary cost estimates
- Provide conceptual plans for recommended alignment
- Evaluate feasibility of constructing recommended alignment
- Identify potential funding sources for recommended improvements
- Support “complete streets” and “livable communities” concepts
- Include funding strategy, include potential funding sources
- Include project implementation/next steps.

Responsible Party: Consultant

6.2 Present Draft Report

- Present Draft Report to PDT for feedback (7 copies; plus 2 CDs).
- Present Draft Report to public at third community meeting. (See Task 3.2)
- Includes travel expenses.

Responsible Party: Consultant

6.3 Prepare Final Report

- Prepare Final Report, incorporating PDT and public comment, as appropriate. (20 copies; plus 2 CDs).

Responsible Party: Consultant

6.4 Present Final Report

- Present Final Report (PowerPoint Presentation) at public meeting of Mendocino County Board of Supervisors.
- Includes travel expenses.

Responsible Party: Consultant

Task	Deliverable
6.1	Draft Report (7 copies; 2 CDs)
6.2	PDT Agenda & Meeting Notes; Travel Expenses
6.3	Final Report (20 copies; 2 CDs)
6.4	PowerPoint Presentation at Board of Supervisors meeting

7. Project Implementation – Next Steps

7.1 Hold MCDOT Staff Implementation Workshop

- MCDOT will hold a staff workshop to discuss and develop implementation strategies, schedules and next steps.

Responsible Party: MCDOT

7.2 Identify Potential Funding Sources

- MCDOT staff will research and identify potential funding sources and grant opportunities, and assign staff responsibilities to implement recommendations in the final Orchard Avenue Extension Feasibility Study report.

Responsible Party: MCDOT

Task	Deliverable
7.1	Implementation Strategy
7.2	List of Potential Funding Sources; Staff Assignments

8. Project Administration

8.1 Project Manager/Quarterly Reports

- MCDOT will act as project manager, and will monitor ongoing progress of project and provide required quarterly reports to Caltrans. MCDOT will oversee contractual agreements with Caltrans and the consultant, and will coordinate and participate with the PDT.

Responsible Party: MCDOT

8.2 Fiscal Manager

- MCDOT will act as fiscal manager for project, including providing invoicing and ensuring proper documentation of expenditures and timely use of funds.

Responsible Party: MCDOT

Task	Deliverable
8.1	Quarterly Reports
8.2	Quarterly Invoices

FUNDING AND AGENCY RESPONSIBILITIES:

Responsible Agency	Estimated Person Days	Budget	Funding Source	Fiscal Year
Consultant	N/A (grant match)	\$19,556	Local LTF	2014/15 C/O
Total		\$19,556		

ESTIMATED SCHEDULE:

This grant project spans three fiscal years (FY 2017/18 – FY 2019/2020)

Tasks	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	FY 18/19 – 19/20
1				X									
2									X	X	X	X	X
3-7													X
8				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:

1. 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.)*

PRODUCTS:

Educational and training materials; trained/educated staff.

FUNDING AND AGENCY RESPONSIBILITIES:

Responsible Agency	Estimated Person Days	Budget	Funding Source	Fiscal Year
MCOG <i>Direct Costs</i>	15 <i>n/a</i>	\$10,000 \$6,000	Local LTF Local LTF	2017/2018 2017/2018
County/Cities/ MTA <i>Direct Costs</i>	<i>n/a</i>	\$5,000	Local LTF	2017/2018
Total	15	\$21,000		

ESTIMATED SCHEDULE:

Tasks	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1	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 and acknowledge that all applicable terms and conditions of the Master Agreement, effective July 1, 2017, shall apply:

Mendocino Council of Governments:

Phillip J. Dow, P.E., Executive Director

Date: _____

Mendocino County Dept. of Transportation:

Duly authorized Subrecipient signatory

Date: _____

EXHIBIT A-2

Subrecipient Scope of Work and Budget

BRANSCOMB ROAD PEDESTRIAN/MULTI-USE BRIDGE OVER TEN MILE CREEK PROJECT**PURPOSE:**

To complete construction of a high-priority project that links multiple investments in the community of Laytonville's Active Transportation system as envisioned in the Laytonville Traffic Calming and Revitalization Plan (2008).

PREVIOUS WORK:

The Branscomb Road Pedestrian/Multi-Use Bridge over Ten Mile Creek in Laytonville is a County project in the State Transportation Improvement Program (STIP) that was originally awarded Transportation Enhancement (TE) funding. It is a key element of the Laytonville Traffic Calming and Revitalization Plan, in that it links a multi-use path west of Ten Mile Creek with active transportation facilities on the east side, including Laytonville High School, Laytonville Elementary via Willis Avenue, and "downtown" Laytonville. Transportation Enhancement, Bicycle Transportation Account, MCOG's Two Percent LTF Bicycle & Pedestrian Program (Local Transportation Funds) and MCOG's Partnership Funding Program (Regional Surface Transportation Program-RSTP) funds have all been invested in the area in recent years. All phases of this project have been completed except for construction.

PRODUCTS: Completion of the Construction phase of this project.

FUNDING AND AGENCY RESPONSIBILITIES:

Note: The only funds subject to this Agreement are those identified as MCOG funds (\$131,000 and \$200,000). Additional sources are listed for project tracking purposes. Previous funds for completed phases are not shown. Variation from other funding sources is not material to this agreement.

Responsible Agency	Budget	Funding Source	Fiscal Year
County DOT	\$131,000	MCOG LTF 2% Bike & Ped.	2015/16
	\$100,000	County Trans. Budget	2017/18
	\$385,000	State STIP	2017/18
	Up to \$200,000	MCOG Regional Surface Transportation Program	2017/18
Total	Up to \$816,000		

The parties to this AGREEMENT agree to the terms of this Annual Exhibit and acknowledge that all applicable terms and conditions of the Master Agreement, effective July 1, 2017, shall apply:

Mendocino Council of Governments:

Phillip J. Dow, P.E., Executive Director

Date: _____

Mendocino County Dept. of Transportation:

Duly authorized Subrecipient signatory

Date: _____

EXHIBIT A-3

Subrecipient Scope of Work and Budget

REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) SECTION 182.6 D(1) FORMULA DISTRIBUTION – BALANCES AVAILABLE TO CLAIM

PURPOSE:

MCOG annually elects to exchange its federal RSTP 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. 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, 2017.

Regional Surface Transportation Program (RSTP)
Section 182.6 d(1)
"d1 Fund"

Cumulative (Formula) Distributions by MCOG 1997/98 to 2017/18

Distributed 2 years at once 8/3/1999	Distrib'd all at once 7/12/2000	Distrib'd all at once 6/14/2001	Distrib'd all at once 7/1/2002	New MCOG admin procedures*	Fully claimed 5/20/2008	Fully claimed 7/10/2006	New distrib'n policy adopted 6/5/2006**	New policy adopted 6/6/11***													Preliminary Estimate	FY 2005/06 to 2017/18	Balances Available to Claim
Fiscal Year: 1997/98	1998/99	1999/2000	2000/01	2001/02	2002/03	2003/04	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	Totals	As of 7/17/2017	
Partnership Fund/Local Assistance								50,000	75,000	100,000	100,000	100,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000	1,945,000	NA	
Point Arena	19,219	38,602	44,827	48,176	53,139	35,645	57,694	49,779	49,214	51,031	43,367	51,480	45,979	54,677	54,677	62,885	54,622	65,346	55,310	50,409	66,449	705,447	288,572
Willits	29,412	52,916	63,931	69,858	78,639	47,684	86,698	72,694	74,461	77,210	65,615	77,889	69,566	82,726	82,726	95,145	82,643	98,869	83,684	76,268	100,538	1,067,341	436,609
Fort Bragg	31,379	55,678	67,618	74,042	83,561	50,007	92,296	77,116	79,333	82,262	69,908	82,986	74,118	88,139	88,139	101,370	88,051	105,338	89,159	81,259	107,116	1,137,180	81,259
Ukiah	47,321	78,064	97,497	107,953	123,443	68,836	137,659	112,955	118,820	123,207	104,703	124,290	111,009	132,009	132,009	151,825	131,876	157,767	133,536	121,703	160,431	1,703,184	1,071,734
County DOT	34,996	60,756	74,396	81,734	92,608	54,279	98,937	85,246	88,290	91,550	77,801	92,355	82,486	98,091	98,091	112,816	97,992	117,231	99,226	90,433	119,210	1,265,571	90,433
TOTALS	162,327	286,016	348,269	381,764	431,390	256,452	473,283	397,791	460,119	500,261	461,393	528,999	483,158	645,642	645,642	714,041	645,185	734,551	650,915	610,072	743,745	10,561,015	1,968,606

Cross Check: 162,327 286,016 348,269 381,764 431,390 256,452 473,283 397,791 460,119 500,261 461,393 528,999 483,158 645,642 645,642 714,041 645,185 644,551 650,915 610,072 743,745 10,471,015

No Shading = Available to Claim
Shading = Paid to Claimants
Shading = Estimated funding, not yet received from State

NOTES:

* Claimants to submit Annual Report, Project List, and compliance agreement each funding cycle.

** Reserves MCOG share "off the top" to capital fund for regional projects.

*** Reserves additional MCOG share "off the top" for Local Assistance - Project Delivery. Adjustment: Local Assistance not started until FY 2011/12.

Adjustment
90,000
734,551

Adjustment
90,000
10,561,015
FY 1997/98
to 2017/18

EXHIBIT A-4

Subrecipient Scope of Work and Budget

NORTH STATE STREET SIGNAL IMPROVEMENTS PROJECT**PURPOSE:**

To coordinate between the North State/KUKI signal and the North State/Ford/Empire signal in Ukiah, so that traffic can proceed through both intersections without stopping and thereby relieve congestion at this circulation bottleneck. The KUKI intersection lies wholly within unincorporated territory and only a leg of the Ford/Empire signal lies within the City of Ukiah. There is now technology that has eliminated the need to interconnect traffic signals by hard wire. Advanced equipment will be added to the controllers to communicate electronically.

PREVIOUS WORK: This project was identified by Caltrans as a potential mitigation measure for a once-proposed casino development north of the site by Pinoleville Rancheria.

PRODUCTS:

A camera monitoring system with controller enhancements to ensure coordination of the two signals, according to the awarded bid.

FUNDING AND AGENCY RESPONSIBILITIES:

Note: The only funds subject to this Agreement are those identified as MCOG funds (\$33,985). Additional sources are listed for project tracking purposes. Variation from other funding sources is not material to this agreement.

Responsible Agency	Budget	Funding Source	Fiscal Year
MCOG	\$33,985	MCOG Regional Surface Transportation Program	2017/18
County DOT	\$47,090	County Trans. Budget	
City of Ukiah	\$ 9,710	City Transportation Budget	
Total	\$90,785		

The parties to this AGREEMENT agree to the terms of this Annual Exhibit and acknowledge that all applicable terms and conditions of the Master Agreement, effective July 1, 2017, shall apply:

Mendocino Council of Governments:

Phillip J. Dow, P.E., Executive Director

Date: _____

Mendocino County Dept. of Transportation:

Duly authorized Subrecipient signatory

Date: _____

EXHIBIT B

Sample Subrecipient Invoice

(Available by request in Excel format)

Agency Letterhead

INVOICE

Work Element/Project Title

To:

Mendocino Council of Governments
Attn.: _____
367 N. State St., Suite 206
Ukiah, CA 95482

Invoice Date:

Invoice Number:

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
				\$0.00
				Total Labor: \$0.00
	Reimbursable Expenses - attach receipts	Item Cost	Quantity	Total Cost
				\$0.00
				\$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 Regional Surface Transportation Program (RSTP) Administrative Procedures (4 pages)
- C-3 Local Transportation Fund 2% Bicycle & Pedestrian Program Application Form (4 pages)

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

Amended 10/3/16

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; and 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 fourteen (14) 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.

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 change in the approved work program requires an amendment approved 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 April 1 of any year.

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

Revised 10/3/16

Applicant Agency:

Date Submitted:

Contact Person:

Project Title:

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 Regional Transportation Plan? See RTP pages 21-30 - available on MCOG's website www.mendocinocog.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 CLAIMED:

OWP Funding: \$_____

Claimed this quarter: \$_____

Claimed to date \$_____
(including current quarter):

Balance to be claimed: \$_____

MENDOCINO COUNCIL OF GOVERNMENTS

REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP)

Section 182.6(d)(1) Administrative Procedures

As of September 15, 2003

Amended June 25, 2007

General Information

The Mendocino Council of Governments (MCOG) annually distributes the RSTP Section 182.6(d)(1) funds to the County of Mendocino, and the Cities of Ukiah, Willits, Fort Bragg, and Point Arena, based on a distribution formula adopted by MCOG on November 2, 1998 and amended on June 5, 2006.

Prior to this annual distribution of funds, an Exchange Agreement is executed annually between MCOG and the State Department of Transportation (Caltrans) to exchange these federal RSTP funds for state funds, thus eliminating the administrative burden of processing federal funds and some federal requirements for use of the funds.

Funding Cycle

During a normal funding cycle, MCOG receives instructions from the State to begin the process to exchange the RSTP funds sometime during the calendar year, resulting in an executed Exchange Agreement and receipt of funds by or near June 30 of each fiscal year. MCOG then notifies eligible claimants of the amount of available funding, per the formula distribution. Funds are then distributed to the County and Cities upon compliance with administrative requirements, as explained below.

Administrative Requirements/Response to Caltrans' Audit Findings

In response to the "Report on Caltrans Special Request Review" dated May 15, 2003, the following administrative requirements are hereby implemented to assure that the agencies receiving the RSTP funds are using the funds properly, and to assure that MCOG is properly tracking the funds.

1. Project Lists. Each entity shall be required to submit to MCOG a list of eligible projects on which they expect to expend the funds, prior to funds being distributed by MCOG. The list shall include the names of all streets and roads with potential projects, the type of project (*rehabilitation, maintenance, etc.*) and the functional classification based on the "annual maintained mileage report" prepared by each agency.
2. Agreement Compliance. MCOG is required to sign an annual Exchange Agreement with the State which states that MCOG (and project sponsors) agree to comply with required conditions. Therefore, each entity shall receive a copy of the agreement and be required to sign a statement of compliance in order to receive funds.
3. Annual Report. Each entity shall be required to submit an annual report before receiving new RSTP funds each annual cycle. The report shall indicate how funds were expended or explain if funds are being carried over for a larger project. The first annual report was due June 30, 2004. (Note: the annual report should agree with the project list submitted, otherwise provide a written explanation).

MENDOCINO COUNCIL OF GOVERNMENTS
REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP)
Section 182.6(d)(1)

Annual Project List – Fiscal Year _____

(List all Potential Projects)

Street/Road	Type of Project	Functional Classification	Est. Amount
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Printed Name & Title

Agency

MENDOCINO COUNCIL OF GOVERNMENTS
REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP)
Section 182.6(d)(1)

**Statement of Compliance
with Exchange Agreement**

As required by MCOG's administrative procedures for the RSTP Section 182.6(d)(1) program, the undersigned claimant hereby acknowledges that he/she has received a copy of the Exchange Agreement dated _____ between MCOG and the State Department of Transportation (Caltrans), and agency agrees to comply with the applicable required conditions contained therein.

Authorized Signature

Date

Printed Name & Title

Agency

**This Page
For Reference Only
- Superseded by
“Subrecipient
Agreement”**

MENDOCINO COUNCIL OF GOVERNMENTS
REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP)
Section 182.6(d)(1)

Annual Report

Reporting Period: Fiscal Year ending 6/30/_____ Amount Received \$_____

Briefly describe how the RSTP funds were expended by your agency during the previous fiscal year. If expenditures do not match the previously submitted project list, please provide a written explanation.

If your agency is "saving" the RSTP funds for a larger project than cannot be funded in a single year, please indicate below. If funds are being carried over for any other reason, please explain.

1. RSTP d(1) funds were expended on the following project(s):

<u>Street/Road</u>	<u>Type of Project</u>	<u>Functional Classification</u>	<u>Amount</u>
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2. RSTP d(1) funds are being carried over as described below:

Authorized Signature _____ Date _____ Printed Name & Title _____

Agency _____



MENDOCINO COUNCIL OF GOVERNMENTS

367 North State Street ~ Ukiah ~ California ~ 95482
www.mendocinocog.org

PHILLIP J. DOW, EXECUTIVE DIRECTOR

Administration: Suite 206
 (707) 463-1859

Transportation Planning: Suite 204
 (707) 234-3434

Fiscal Year: _____

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?	

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:

Activity Date (mo/yr)

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 (Bikeway Plan, City/County General Plans, Coastal Commission, 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>
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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?

Fund Type Amount Documentation (Funding Agreement, Resolution/Minute Order)

20. Does your agency currently have any open LTF 2% Bike & Pedestrian projects? If so, what is the status?

21. Other Comments: