

SUB-RECIPIENT COOPERATIVE AGREEMENT
for
Fiscal Years 2016-17 and 2017-18
REGIONAL SURFACE TRANSPORTATION PROGRAM (RSTP) EXCHANGE FUNDS
between
SHASTA REGIONAL TRANSPORTATION AGENCY
and the
CITY OF ANDERSON

THIS AGREEMENT is entered into effective on the date of the last signature between the City of Anderson (hereinafter referred to as Sub-recipient) and the Shasta Regional Transportation Agency (hereinafter referred to as SRTA).

RECITALS

WHEREAS, SRTA, as the region's Regional Transportation Planning Agency (RTPA), receives an annual allocation of Regional Surface Transportation Program (RSTP) Funds from the State of California.

WHEREAS, the SRTA Board of Directors annually determines the sub-allocation of RSTP Funds within the Shasta region.

WHEREAS, SRTA is eligible to exchange the annual federal RSTP Funds for state funds and executes an exchange agreement with the state toward that end.

WHEREAS, Caltrans has required that SRTA develop a written agreement between SRTA and its RSTP exchange sub-recipients.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Agreement with the Sub-Recipient and Amendments
 - a. This AGREEMENT between the Sub-recipient and SRTA and may be amended by written modification by both parties, for the Fiscal Years 2016-17 and 2017-18 RSTP Funds, and expires June 30, 2021, unless extended by mutual agreement between both parties.
 - b. This AGREEMENT includes appendices, "Sub-recipient Scope of Work and Budget" (Appendix A) and "RSTP Sub-recipient Invoice" (Appendix B) hereinafter referred to as Appendices A and B, respectively, attached hereto and incorporated herein by this reference.
 - c. SRTA's maximum payment obligation to the Sub-recipient is limited to those Funds identified in Appendix A.

- d. Billable work cannot be performed by the Sub-recipient prior to receipt of this fully signed AGREEMENT and corresponding notice to proceed from SRTA.

2. Scope of Sub-Recipient Responsibilities

- a. SRTA shall engage the Sub-recipient and the Sub-recipient shall be responsible for the complete performance of the work, per the budget constraints described in Appendix A.
- b. In accordance with Title 49, CFR, Part 18, Sections 18.36 and 37 and state laws and procedures, Sub-recipient contracts for work identified in attached Appendix A are required to be competitively bid and awarded in accordance with Title 49, CFR, Part 18, Section 18.37 and consistent with Local Assistance Procedure Manual, Ch. 10 or successors thereto.
- c. Sub-recipient shall maintain an oversight structure and process at its governing board level. This oversight may be in the form of an existing or new committee, such as a Budget and Personnel Committee, Audit Committee or Finance Committee to oversee compliance with the applicable federal and state regulations cited herein.

3. Fund Use

Sub-recipient agrees to allocate these Funds only for those projects as are authorized under Article XIX of the California State Constitution, in accordance with the requirements of Section 182.6(d)(1) of the Streets and Highways Code.

4. Depositing Funds into Special Account

Sub-recipient agrees, for any Funds provided in advance under this AGREEMENT, to establish a special account for the purpose of depositing therein all payments received from SRTA pursuant to this AGREEMENT: (a) for cities within their Special Gas Tax Street Improvement Fund, (b) for counties, within their County Road Fund, and (c) for all other sponsors, a separate account. Advance distributions of Funds to Sub-recipient are not anticipated under this AGREEMENT.

5. Return of Funds

Sub-recipient agrees, if the Funds received hereunder in accordance with the terms of this AGREEMENT are found subject to return by either the federal government or state, to return on-demand an equivalent amount of monetary reimbursement to SRTA, within thirty (30) days, for either repayment to a cognizant oversight agency or for re-allocation within the next applicable round of RSTP project selection.

6. Cost Principles

- a. Sub-recipient agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Super Circular 2 CFR 200, Cost Principles for State and Local Government and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- b. Sub-recipient will agree that (i) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, Et Seq., shall be used to determine the allowability of individual project cost items and (ii) that they shall comply with Federal Administrative Procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every entity receiving Funds as a contractor or sub-contractor under this agreement shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- c. Any Fund expenditures for costs for which Sub-recipient has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Super Circular 2 CFR 200 are subject to repayment by Sub-recipient to SRTA. Sub-recipient agrees that SRTA has the right to set-off for any monies due Sub-recipient from SRTA. Should Sub-recipient fail to reimburse Fund monies due SRTA within 30 days of demand, or within such other period as may be agreed in writing between the parties, hereto, SRTA is authorized to intercept and withhold future payments due Sub-recipient. The implementation of the Super Circular will cancel 49 CFR Part 18.

7. Third Party Contracting

- a. Sub-recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of noncompetitive negotiation for work to be performed using Funds without the prior written approval of SRTA. a
- b. Any subcontract or agreement entered into by Sub-recipient as a result of disbursing Funds received pursuant to this AGREEMENT shall:
 - i. contain all of the fiscal provisions of this Agreement; and
 - ii. shall mandate that 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.
- c. In addition to the above, the pre-award requirements of third party contractor/consultants with Sub-recipient should be consistent with Local Program Procedures as published by the State of California, Department of Transportation.

8. Accounting System

Sub-recipient, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of Sub-recipient, its contractors and all subcontractors shall: conform to Generally Accepted Accounting Principles (GAAP); enable the determination of incurred costs at interim points of completion; and provide support for reimbursement payment vouchers or invoices. Invoices, in the format of Appendix B, shall be submitted to SRTA for bonafide expenses related to the conduct of the scope of work outlined under Appendix A. These invoices shall be reimbursement based, with no claims or requests for reimbursement in advance of expenditure. A narrative summary outlining work completed to-date shall accompany all such invoices.

9. Right to Audit

For the purpose of determining compliance with this AGREEMENT and other matters connected with the performance of Sub-recipient's contracts with third parties, Sub-recipient, Sub-recipient's contractors and subcontractors shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and the use of Funds, including, but not limited to, the costs of administering those various contracts. All above-referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds from SRTA to Sub-recipient. SRTA, the California Department of Transportation, the California State Auditor, or any duly authorized representative of the State of California or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and Sub-recipient shall furnish copies thereof if requested.

10. Travel and Subsistence

Payments to only Sub-recipient for travel and subsistence expenses of Sub-recipient forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules.

If the rates invoiced are in excess of those authorized DPA rates, then Sub-recipient is responsible for the cost difference and any overpayments shall be reimbursed to SRTA on demand.

11. Notice

Any notice or notices required or permitted to be given pursuant to this AGREEMENT, shall be in writing, and may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

If to SRTA:

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

If to Sub-Recipient:

City of Anderson
Attn: Jeff Kiser, City Manager
1887 Howard Street
Anderson, CA 96007

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

Shasta Regional Transportation Agency:

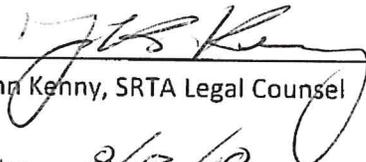
City of Anderson:

for


Daniel S. Little, AICP, Executive Director
Date: 8-13-2018



Jeff Kiser, City Manager
Date: 6-29-18



John Kenny, SRTA Legal Counsel
Date: 8/13/18



Sub-recipient Legal Counsel
Date: 8/8/2018

Appendix A
FY 2016-17 and 2017-18 Regional Surface Transportation Program
City of Anderson
Scope of Work and Budget

Agency/Project Name	RSTP Budget	Total Project Cost	Fiscal Year of Expenditure
Anderson: Citywide Grinder Dig-Out Project – Remove and Replace Failed Pavement at Various Locations	\$276,248	\$400,000	2018/19
Anderson: North Street Cape Seal Project (State Route 273 to North Street Bridge)	\$276,248	\$350,000	2018/19
Anderson: Anderson Heights Cape Seal Project (various streets in the Anderson Heights Subdivision)	\$276,248	\$350,000	2018/19
Total	\$276,248	\$400,000	

for 
 Daniel S. Little, Executive Director, AICP
 Shasta Regional Transportation Agency

8-13-2018
 Date


 Jeff Miser, City Manager
 City of Anderson

8-13-18
 Date

Note: Yellow-highlighted projects are back-up projects to the city top priority: Citywide Grinder Dig-Out Project. An Appendix A amendment is required prior to City incurring expenses for, and SRTA reimbursing Sub-recipient for, any other project than the priority.

