

**RESOLUTION NO. 2011-244**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBRECIPIENT  
AGREEMENT WITH THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS  
(SACOG) FOR THE AUTOMATED FAREBOX UPGRADE PROJECT**

**WHEREAS**, the City of Elk Grove operates a comprehensive transit system; and

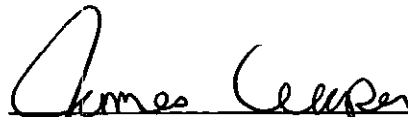
**WHEREAS**, the Sacramento Area Council of Governments (SACOG) has been allocated Proposition 1B Transit-Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) funding to implement and support transit capital projects; and

**WHEREAS**, SACOG has awarded the City of Elk Grove \$800,000 in PTMISEA regional funding for the Automated Farebox Upgrade project; and

**WHEREAS**, the City of Elk Grove currently utilizes manual fareboxes, and the upgrade to automated fareboxes will allow for better fare security and increased data reporting.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Elk Grove authorizes the City Manager to execute a subrecipient agreement with the Sacramento Area Council of Governments for the Automated Farebox Upgrade Project in substantially the form attached as Exhibit A.

**PASSED AND ADOPTED** by the City Council of the City of Elk Grove this 14<sup>th</sup> day of December 2011.

  
\_\_\_\_\_  
JAMES COOPER, MAYOR of the  
CITY OF ELK GROVE

ATTEST:

  
\_\_\_\_\_  
JASON LINDGREN, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JONATHAN HOBBS,  
INTERIM CITY ATTORNEY

# EXHIBIT A

## SACRAMENTO AREA COUNCIL OF GOVERNMENTS SUBRECIPIENT AGREEMENT

**THIS SUBRECIPIENT AGREEMENT** (“Agreement”) is made and entered into by and between **SACRAMENTO AREA COUNCIL OF GOVERNMENTS**, a California joint powers agency (“SACOG”) and the **CITY OF ELK GROVE** (“Subrecipient”). The effective date of this Agreement is \_\_\_\_\_, 2011.

**WHEREAS**, SACOG has been allocated Proposition 1B Transit – Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) funding administered through the California Department of Transportation (“Caltrans”), to implement and support transit capital projects; and

**WHEREAS**, SACOG has awarded Subrecipient with \$800,000 in PTMISEA regional funding, on a reimbursable basis, for the single Project listed in Section 1 below; and

**WHEREAS**, SACOG and Subrecipient submitted a single grant application for the Project listed in Section 1 below and which grant for \$800,000 has been awarded to SACOG; and

**WHEREAS**, Subrecipient has identified full funding for the Project(s) identified and PTMISEA funds do not require a minimum match; and

**WHEREAS**, the parties wish to enter into this Agreement to document the terms and conditions of SACOG’s funding of the Project(s).

### **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Scope of Work: Subrecipient will fully perform all work necessary to complete the Project(s) listed below.

Automated Farebox Upgrade	\$800,000
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Attached hereto as **Exhibit “A”** and incorporated herein is a scope of work to be performed by Subrecipient as well as Project deliverables, and schedule. Any proposed amendment to **Exhibit “A”** must be agreed to in advance by the parties pursuant to a written amendment signed by the parties to this Agreement and is subject to review by the Transit Coordinating Committee and is subject to approval by Caltrans and SACOG.

2. Time of Performance:

a. Subrecipient will commence work upon the effective date of this Agreement, and will complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Subrecipient will provide written progress reports to SACOG at least quarterly.

Subrecipient agrees to follow, and to require its contractors to follow, the timeline identified in **Exhibit "A."** If a substantive change to the identified timeline is desired, Subrecipient's Project Manager will provide an immediate written request for approval to the SACOG Project Manager, including the reasons for the requested change. Approval by the SACOG Project Manager will not be unreasonably withheld.

- b. All work will be completed and this Agreement will expire on November 30, 2012, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which written agreement is subject to review by the Transit Coordinating Committee and is subject to approval by Caltrans and SACOG.
- c. Through the competitive grant award process, as identified in the SACOG Guidelines for Distribution of PTMISEA Funds, the Subrecipient has represented the project(s) as ready to proceed and will be completed within one (1) year of the funding award. The Subrecipient has also represented sufficient funding is available to complete the project(s) as defined in the Scope of Work and that the completed Scope of Work will result in a fully-usable amenity or service to the general public.

The Subrecipient certifies that: In the event the project(s) cannot be completed as originally scoped, scheduled and estimated, or the project(s) is terminated prior to completion, the Subrecipient shall, at its own expense, ensure the project(s) is in a safe and operable condition for the public.

3. Compliance with Laws: Subrecipient will comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all federal regulatory requirements associated with the funding provided to Subrecipient hereunder.

4. Funding Amount: The amount to be paid to Subrecipient under this Agreement will not exceed \$800,000 unless agreed to in advance by the parties pursuant to a written amendment signed by the parties to this Agreement. Unless otherwise agreed to as set forth in this Section or Agreement, SACOG will not be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. In no instance will SACOG pay for services or equipment paid for before the state budget appropriating the PTMISEA funds was approved on July 28, 2009.

5. Reporting and Payment:

- a. On a quarterly basis, Subrecipient will provide SACOG with both a written report on the progress made on the Scope of Work (**Exhibit "A"**) and an invoice for reimbursement pursuant to **Subsection 5 (b)** below. Subrecipient shall submit a Financial Progress Report and an Outcome Progress Report to SACOG on a semiannual basis. The reports are due to SACOG annually on February 15 and

August 15. Reports shall be complete and accurate and be submitted on the required Caltrans form. Copies of the required forms are included in **Exhibit "C"**.

- b. Payments to Subrecipient hereunder will be made in arrears. Subrecipient will submit a detailed and properly documented invoice for reimbursement not more often than quarterly, which invoice will include the following: (i) a description of the work performed, and (ii) a detailed accounting of costs incurred.
  - c. Subrecipient will submit notice of encumbrance of funds, including contracts and equipment purchases, within one (1) month of the encumbrance. The notice of encumbrance shall be completed on the required Caltrans form or other agency form, to be provided by SACOG.
  - d. Subrecipient will be notified within ten (10) business days following receipt of its invoice by SACOG of any circumstances or data identified by SACOG in Subrecipient's invoice that would cause withholding of approval and subsequent payment. Subrecipient's invoice will include documentation of reimbursable expenses and billed items sufficient for SACOG, in its opinion, to substantiate billings. SACOG reserves the right to withhold payment of disputed amounts until any dispute is resolved by SACOG and Subrecipient.
  - e. SACOG will make reimbursement payment to Subrecipient promptly. Under no circumstances will SACOG be required to pay any amounts to Subrecipient prior to receipt of funds from Department of Finance, nor will SACOG pay more than the amount in the approved grant from Caltrans without a written amendment to this Agreement and Caltrans' approval of the additional funding. SACOG will not reimburse any expenses paid before the date of approval for the California State Budget authorizing the funds.
  - f. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, will contain all of the provisions of **Subsection 5 (e)** above.
6. **PTMISEA Compliance:** For purposes of this Agreement, the Subrecipient is considered to be the project sponsor.
- a. As the project sponsor for this project(s), the Subrecipient will comply with the SACOG Guidelines for Distribution of PTMISEA Funds as approved by the SACOG Board on March 20, 2008. In addition, the Subrecipient will comply with the Caltrans PTMISEA Guidelines published March 21, 2011, or as may be amended.
  - b. The project sponsor shall provide project management to ensure the project(s) proceed according to the schedule, the work or equipment meet quality standards, and the associated costs are accounted for accurately.

- c. The project sponsor shall complete the project(s) and notify SACOG of completion of eligible expenses within sixty (60) days after completion of each project. Project sponsor will complete and submit to SACOG the Final Project Report, following the reporting format required by Caltrans, within sixty (60) days after completion. Within twelve months after project completion, the project sponsor will complete and submit to SACOG an Additional Outcome Report and evidence of project completion. These reports are required under PTMISEA Guidelines, as amended in March 21, 2011. Following completion of the project(s), SACOG will reallocate any unused project funds to other PTMISEA projects based on the competitive process as described in the SACOG Guidelines for Distribution of PTMISEA Funds, as they may be amended.
- d. Any requests for additional PTMISEA funds for the project(s) will follow the competitive process as described in the SACOG Guidelines for Distribution of PTMISEA Funds, or as may be amended. Any change in the Scope of Work greater than ten percent will also follow the competitive process as described in the SACOG Guidelines for Distribution of PTMISEA Funds, or as may be amended. The project sponsor is fully responsible for ensuring availability of funds to complete the project(s).
- e. SACOG will review the progress toward completion for the project(s). PTMISEA Funds allocated to a project that is not progressing toward completion may be reallocated to other PTMISEA projects based on the competitive process as described in the SACOG Guidelines for Distribution of PTMISEA Funds, or as may be amended. Funds not encumbered within one (1) year of the grant award may be reallocated to other PTMISEA projects.

7. Independent Contractor: The Subrecipient, and the agents and employees of the Subrecipient, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of SACOG. Subrecipient, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit SACOG to any decision or course of action, and will not represent to any person or business that they have such power. Subrecipient has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Subrecipient in the performance of work funded by this Agreement. Subrecipient will be solely responsible for all matters relating to the payment of its employees and contractors, including but not limited to compliance with all laws, statutes, and regulations governing such matters.

8. Termination:

- a. SACOG will have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving Subrecipient fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to Subrecipient at the address indicated in **Section 16** below.

- b. If SACOG issues a notice of termination, SACOG will reimburse Subrecipient for work actually performed up to the effective date of the notice of termination, subject to the limitations in **Section 5** and less any compensation to SACOG for damages suffered as a result of Subrecipient's failure to comply with the terms of this Agreement.
  - c. Subrecipient will have the right to terminate this Agreement in the event SACOG is unable to make required payments, including, without limitation, a failure of Caltrans to appropriate funds. In such event, Subrecipient will provide SACOG with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to SACOG at the address indicated in **Section 16**. SACOG will make payment to Subrecipient through the date of termination, subject to the provisions of **Section 5** above including, but not limited to, the provisions of **Subsection 5 (d)**.
9. Assignment: The parties understand that SACOG entered into this Agreement based on the Project proposed by Subrecipient. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by the Subrecipient either in whole or in part.
10. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
11. Time: Time is of the essence in this Agreement and will follow the timeline set forth in **Exhibit "A"**, unless modified pursuant to **Section 12**.
12. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.
13. Contractors and Subcontractors: Subrecipient will be fully responsible for all work performed by its contractors and subcontractors.
- a. SACOG reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
  - b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
    - (1) Comply with applicable state and federal requirements that pertain to, among other things, labor standards, non-discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, Drug-Free Workplace, and Office of Management and Budget Circular A-87, Revised "Cost Principles for State, Local and Indian Tribal Governments."

- (2) Maintain at least the minimum state-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
- (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Subrecipient or any subcontractor in performing work associated with this Agreement or any part of it.
- (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

14. **Indemnity:** Subrecipient and SACOG are responsible for their own acts and omissions. Further, each party agrees to indemnify, defend, and hold harmless the other party, its governing body, officers, employees, and agents from and against any and all actions, claims, demands, losses, damages, liabilities, costs, and expenses, including reasonable attorney's fees and costs, resulting from the performance of work under this Agreement, excepting only the negligent acts or omissions or willful misconduct of the indemnifying party. The provisions of this Section will survive the expiration, termination, or assignment of this Agreement.

15. **Audit, Retention and Inspection of Records:**

- a. SACOG or its designee will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Subrecipient agrees to provide SACOG or its designee with any relevant information requested and will permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable federal and state laws and regulations. Subrecipient further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

- b. If so directed by SACOG upon expiration of this Agreement, the Subrecipient will cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.
- c. Subrecipient will ensure an annual audit of the PTMISEA funded projects. This may be part of the annual Transportation Development Act audit. A copy of the certified audit report shall be submitted to SACOG with any required Caltrans transmittal form(s) or other agency form, to be provided by SACOG.
- d. Subrecipient shall allow SACOG staff, representatives, or agents access to the project site or purchased equipment for the purpose of verifying the project deliverables, and compliance with the schedule.

16. **Project Managers:** SACOG's Project Manager for this Agreement is James E. Brown, unless SACOG otherwise informs Subrecipient. With the exception of notice of termination sent by certified mail pursuant to **Section 8 (c)** above, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to the SACOG Project Manager at the following address:

James E. Brown  
Sacramento Area Council of Governments  
1415 L Street, Suite 300  
Sacramento, California 95814  
Telephone: (916) 340-6221

Subrecipient's Project Manager for this Agreement is Tiffany Fink, Transit System Manager. No substitution of Subrecipient's project manager is permitted without prior written agreement by SACOG, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to **Section 8 (a)** above, any notice, report, or other communication to Subrecipient required by this Agreement will be mailed by first-class mail to:

Tiffany M. Fink, Transit System Manager  
City of Elk Grove  
8401 Laguna Palms Way  
Elk Grove, CA 95758  
Telephone: (916) 687-3030

17. **Waivers:** No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by the Subrecipient of these provisions, will in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

18. **Litigation:** Subrecipient will notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.



19. Americans with Disabilities Act (ADA) of 1990: By signing this Agreement, Subrecipient assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

20. Non-discrimination Clause:

- a. During the performance of work funded by this Agreement, Subrecipient and its subcontractors will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status. Subrecipient and its subcontractors will insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its contractors will comply with all applicable federal and state employment laws and regulations including, without limitation, the provisions of the Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. Subrecipient will include the non-discrimination and compliance provisions of this clause in all contracts to perform work funded under this Agreement.

21. Drug-Free Certification: By signing this Agreement, Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The person's or the organization's policy of maintaining a drug-free workplace;
  - (3) Any available counseling, rehabilitation, and employee assistance programs; and

- (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Subrecipient who works under this Agreement will:
  - (1) Receive a copy of Subrecipient's Drug-Free Workplace Policy Statement; and
  - (2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.

22. Union Organizing: By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Contractor will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Contractor will not meet with employees or supervisors on SACOG or state property if the purpose of the meeting is to assist, promote or deter union organizing, unless the property is equally available to the general public for meetings.

23. Prohibition of Expending State or Federal Funds for Lobbying:

- a. Subrecipient certifies, to the best of his or her knowledge or belief, that:
  - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the 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 State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federally appropriated 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 any employee of a Member of Congress in connection with this Federal Agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- b. 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 Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Subrecipient also agrees by signing this Agreement that he or she will require that the language of this certification be included in all lower tier contracts and subcontracts.

24. 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.

25. Non-Liability of SACOG: SACOG shall not be liable to Subrecipient or any third party for any claim for loss of profits or consequential damages. Further, SACOG shall not be liable to Subrecipient or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.

26. Costs and Attorneys’ Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys’ fees.

27. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of Sacramento County.

280. Integration: This Agreement represents the entire understanding of SACOG and Subrecipient as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with **Section 12**.

29. 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, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

30. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

31. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

32. Ownership; Permission: Subrecipient represents and warrants that all materials used in the performance of the Project work, including, without limitation, all computer software materials and all written materials, are both produced and owned by Subrecipient or that all required permissions and license agreements have been obtained and paid for by Subrecipient. Subrecipient will defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

33. 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.

34. Amendments Required by State Agencies: If Caltrans, or any other state agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary as provided for in Section 12, or will terminate it immediately.

35. Ambiguities: The parties have each carefully reviewed this Subrecipient Agreement and have agreed to each term and condition herein. No ambiguity will be construed against either party.

36. Press Releases: Subrecipient will obtain SACOG's prior written approval of any press releases, or other public outreach materials, that include any reference to SACOG or depiction of the SACOG logo.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE FIRST APPEARING ABOVE:

**SACRAMENTO AREA COUNCIL  
OF GOVERNMENTS**

**CITY OF ELK GROVE:**

\_\_\_\_\_  
MIKE McKEEVER  
Chief Executive Officer

\_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Miller & Owen  
Legal Counsel to SACOG

\_\_\_\_\_

RECOMMENDED BY:

\_\_\_\_\_  
MATT CARPENTER  
Director of Transportation Services

**EXHIBIT "A"**

**SCOPE OF WORK**

The following table shows the work schedule for this project based on the updated Corrective Action Plan to Caltrans Division of Mass Transportation. All work will be completed by November 30, 2012.

Project	Task	Date
Replace automated fareboxes on the following 47 fixed route buses and paratransit vans: (6) 2000 Orion V, (6) 2001 Bluebird, (12) 2002 Orion V, (14) 2008 Orion VII, (3) 2006 El Dorado, (1) 2006 Activan, (1) 2006 Chevrolet, and (4) 2011 El Dorado	Prepare purchase order	September 2011
	Begin equipment order	November 2011
	Receive automated fareboxes	September 2012
	Install automated fareboxes	November 2012
	End equipment order	November 2012

## EXHIBIT B

### **DISADVANTAGED BUSINESS ENTERPRISE (“DBE”)** **INFORMATION FORM**

**(including Underutilized Disadvantaged Business Enterprises (“UDBE”))**

#### **Background**

The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). The term “Underutilized Disadvantaged Business Enterprise” or “UDBE” is a firm meeting the definition of a DBE as specified in Title 49 and also one of the following groups: (i) Black American; (ii) Asian-Pacific American; (iii) Native American; and (iv) Women. It is the policy of the Sacramento Area Council of Governments (SACOG), the California Department of Transportation (“Caltrans”), and the U.S. Department of Transportation that DBE’s, including UDBE’s, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds. A certified DBE or UDBE may participate in the performance of SACOG contracts as a contractor, subcontractor, joint venture partner, or as a vendor of material or supplies.

#### **Requirements and Purpose of Form**

The awardee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Even if no DBE or UDBE participation will be reported, the awardee shall check the “No DBE Participation” option below (Option #1), and sign and return this form.

#### **Resources**

The California Unified Certification Program (CUCP) may be used for DBE certification and to identify firms eligible to participate as DBE’s or UDBE’s. The CUCP database may be accessed on-line at <http://www.californiaucp.com>. If you believe a firm is certified but cannot locate it in the CUCP database, you may contact the CalTrans Office of Certification toll free number 1-866-810-6346 for assistance. If you do not have internet access, you may order a written directory of certified DBE firms from the CalTrans Division of Procurement and Contracts/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

#### **DBE/UDBE Participation Information**

*(Awardee must check at least one of the options below, provide required information regarding certified DBE’s and/or UDBE’s, and sign this Information Sheet on page 3)*

\_\_\_\_\_ **Option #1 - No Certified DBE or UDBE participation proposed for this contract.**

\_\_\_\_\_ **Option #2 - It is proposed that the following DBE(s) be used on this contract:**

*(Please attach an additional sheet if necessary)*

**Note: Use Option #3, next page, if DBE proposed is also a UDBE**

\_\_\_\_\_  
**Name of Certified DBE**

\_\_\_\_\_  
DBE Certification No.

\_\_\_\_\_  
DBE Address

\_\_\_\_\_  
DBE Telephone No.

\_\_\_\_\_  
DBE E-Mail Address

\_\_\_\_\_  
Capacity of DBE (*e.g., contractor, subcontractor, vendor*)

\_\_\_\_\_  
\$ Amount DBE Participation

\_\_\_\_\_  
Description of services or materials to be provided by DBE

\_\_\_\_\_  
**Name of Certified DBE**

\_\_\_\_\_  
DBE Certification No.

\_\_\_\_\_  
DBE Address

\_\_\_\_\_  
DBE Telephone No.

\_\_\_\_\_  
DBE E-Mail Address

\_\_\_\_\_  
Capacity of DBE (*e.g., contractor, subcontractor, vendor*)

\_\_\_\_\_  
\$ Amount DBE Participation

\_\_\_\_\_  
Description of services or materials to be provided by DBE



**Option #3 - It is proposed that the following UDBE(s) be used on this contract:**  
*(Please attach an additional sheet if necessary)*

\_\_\_\_\_  
**Name of Certified UDBE**

\_\_\_\_\_  
DBE Certification No.

\_\_\_\_\_  
UDBE Address

\_\_\_\_\_  
UDBE Telephone No.

\_\_\_\_\_

\_\_\_\_\_  
UDBE E-Mail Address

\_\_\_\_\_  
Capacity of UDBE (*e.g., contractor, subcontractor, vendor*)

\_\_\_\_\_  
\$ Amount UDBE Participation

\_\_\_\_\_  
Description of services or materials to be provided by UDBE

\_\_\_\_\_  
**Name of Certified UDBE**

\_\_\_\_\_  
DBE Certification No.

\_\_\_\_\_  
UDBE Address

\_\_\_\_\_  
UDBE Telephone No.

\_\_\_\_\_

\_\_\_\_\_  
UDBE E-Mail Address

\_\_\_\_\_  
Capacity of UDBE (*e.g., contractor, subcontractor, vendor*)

\_\_\_\_\_  
\$ Amount UDBE Participation

\_\_\_\_\_  
Description of services or materials to be provided by UDBE

**Submitted by:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Name of Contractor, if different than signatory**

**EXHIBIT "C"**

**CALTRANS SEMI-ANNUAL REPORTING FORMS**



**Public Transportation Modernization, Improvement & Service Enhancement Program (PTMISEA)**

**Final Project Report**

*Per G.C. 8979.50 (f)(2) "Within six months of the project becoming operable the recipient agency shall provide a report to the administrative agency . . ." Please provide the following information:*

Fiscal Year :  
 PTMISEA Cycle :  
 Project Sponsor :  
 Contributing PTMISEA Sponsor :  
 Project Name :

	Original Application	Final Project
<b>Project Scope</b>		
<b>Funding</b>	<b>Original Approved Project Cost</b>	<b>Final Project Cost</b>
99313 :		
99314 :		
PTMISEA Interest :		
Other Funds		
Federal :		
State :		
Local :		
<b>Total Project Cost :</b>	\$0	\$0
<b>Schedule Data</b>	<b>Original Project Schedule</b>	<b>Final Project Schedule</b>
Begin Environmental :		
End Environmental :		
Begin Design :		
End Design :		
Begin Right of Way :		
End Right of Way :		
Begin Construction :		
End Construction :		
Begin Vehicle/Equipment Order :		
End Vehicle/Equipment Order :		
Begin Closeout Phase :		
End Closeout Phase :		
	<b>Anticipated Performance Outcome</b>	<b>Actual Performance Outcome</b>
<b>Performance Outcomes</b> Description/Improvement Percentages		

Signature:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**Note: The same authority that signed the Allocation Request must sign here.**



STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**Division of Mass Transportation**  
**Public Transportation Modernization, Improvement, and**  
**Service Enhancement Account (PTMISEA)**  
**Outcome Progress Report**



Regional Entity	Transit Operator	Project Sponsor	Project Name
GC Section 8879.50(f)(1) requires the project sponsor to report semi-annually on the activities and progress made on the project to the Department to ensure the projects and activities funded from bond proceeds are being executed in a timely fashion, within the scope and cost approved at the time of allocation, and are achieving the intended purposes.			
<b>BRIEF PROJECT DESCRIPTION:</b>			

**1) BRIEFLY SUMMARIZE THE STATUS OF THE PROJECT:**

- a) Description of what has been completed as described in the scope of the original project allocation request:
  
- b) List any vehicles/equipment received (i.e., ordered 10 buses, have received 3):

**2) BRIEFLY DESCRIBE THE STATUS OF THE PROJECT'S BENEFITS/OUTCOMES:**

State the progress of the Benefits/Outcomes as they pertain to the scope of this project (include data for measurable outcomes: number of new routes, rail miles, BRT miles, facilities constructed, increased ridership, reduced congestion/greenhouse gases, number of vehicles purchased/rehabilitated/ replaced):

**Please include the current overall Measurable Benefit as a Percent.**

**3) STATE WHAT STILL NEEDS TO BE COMPLETED BEFORE PROJECT CLOSEOUT:**

**4) LIST THE COMPLETION STATUS OF THE MILESTONES THAT PERTAIN TO THIS PROJECT:**

Phase:	Percent Complete:
Project Approval & Environmental Document (PA & ED)	%
Plan Specification & Estimates (PS & E)	%
Right of Way	%
Construction	%
Vehicle/ Equipment Purchase	%
Closeout	%

Effective (09/08)

**Division of Mass Transportation  
Public Transportation Modernization, Improvement and  
Service Enhancement Account (PTMISEA)  
Outcome Progress Report**

**5) AMENDMENT:** Please describe any changes to the project scope, cost, and/or schedule that have occurred.

	Original	Revised
<b><u>Project Description/ Scope of Work</u></b>		
<b><u>Funding</u></b>		
99313 :		
99314 :		
PTMISEA Interest :		
<b>Other Funds</b>		
Federal :		
State :		
Local :		
<b>Total</b> :	<b>\$0</b>	<b>\$0</b>
<b><u>Schedule Date</u></b>		
Begin PA & ED :		
End PA & ED :		
Begin PS & E :		
End PS & E :		
Begin Right of Way :		
End Right of Way :		
Begin Construction :		
End Construction :		
Begin Vehicle/Equipment Order :		
End Vehicle/Equipment Order :		
Begin Closeout Phase :		
End Closeout Phase :		
Justification for Change :		

PERSON PREPARING THIS REPORT (please type or print)		PHONE:	DATE:
APPROVAL AUTHORITY* (signature)		TYPED NAME AND PHONE NUMBER	
Date:			

\*Note: The same authority that signed the Allocation Request must sign here.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**Division of Mass Transportation**  
**Public Transportation Modernization, Improvement, and**  
**Service Enhancement Account (PTMISEA)**  
**Financial Progress Report**



Regional Entity	Transit Operator	Project Sponsor	Project Name
GC Section 8879.50(f)(1) requires the project sponsor to report semi-annually on the activities and progress made on the project to the Department to ensure the projects and activities funded from bond proceeds are being executed in a timely fashion, within the scope and cost approved at the time of allocation, and are achieving the intended purposes.			
<b>BRIEF PROJECT DESCRIPTION:</b>			

**1. IDENTIFY ANY CONTRACTS INITIATED THAT WILL EXPEND PTMISEA FUNDS ON THIS PROJECT:**

Contract #:  
 Vendor Name:  
 Start Date:  
 End Date:  
 Dollar Amount:  
 1a) If no contracts have been initiated please explain:

**2. INTEREST EARNED TO DATE ON PTMISEA FUNDS, FOR THIS PROJECT:**

Amount Awarded:  
 Interest Rate:  
 Interest Earned:

**3. COMPLETION STATUS:**

Overall Project Percent Complete: \_\_\_\_\_ %  
 Date (anticipated completion date): \_\_\_\_\_

**4. BEGINNING BALANCE, ITEMIZED EXPENDITURES, AND ENDING BALANCE:**

Itemize Expenditures on Attachment A.1.3

PERSON PREPARING THIS REPORT (please type or print)		PHONE:	DATE:
APPROVAL AUTHORITY* (signature)		TYPED NAME AND PHONE NUMBER	
Date:			

\*Note: The same authority that signed the Allocation Request must sign here.

**CERTIFICATION  
ELK GROVE CITY COUNCIL RESOLUTION NO. 2011-244**

STATE OF CALIFORNIA        )  
COUNTY OF SACRAMENTO    )       ss  
CITY OF ELK GROVE         )

*I, Jason Lindgren, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on December 14, 2011 by the following vote:*

**AYES :**        **COUNCILMEMBERS:**        *Cooper, Hume, Davis, Detrick, Scherman*

**NOES:**        **COUNCILMEMBERS:**        *None*

**ABSTAIN :**   **COUNCILMEMBERS:**        *None*

**ABSENT:**     **COUNCILMEMBERS:**        *None*

  
\_\_\_\_\_  
**Jason Lindgren, City Clerk  
City of Elk Grove, California**