

BOARD COMMUNICATION: YOLO COUNTY TRANSPORTATION DISTRICT

350 Industrial Way, Woodland, CA 95776---- (530) 661-0816

Topic: Resolution 2022-14: Yolo Active Transportation Corridors (YATC) RAISE Transportation Grant Program First-Tier Subrecipient Agreement	Agenda Item#: Agenda Type:	3f Info/Discussion
		Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
Prepared By: B. Abbanat		Meeting Date: October 10, 2022

RECOMMENDATION:

Adopt Resolution 2022-14 authorizing the Executive Director to execute the RAISE Transportation Grant Program First-Tier Subrecipient Agreement for the Yolo Active Transportation Corridors (YATC) project.

BACKGROUND:

In summer 2021, YCTD applied for and was awarded \$1.2 million from the federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant program for the \$1.7 million Bike & Pedestrian Trail Network Planning Project. The project has since been re-branded as Yolo Active Transportation Corridors (YATC) to better reflect its purpose as a plan for developed transportation corridors and avoid potential confusion with undeveloped, recreational trails.

YATC will develop an active transportation plan for a network of multiuse facilities that will help to address barriers to mobility for low-income and minority residents of Yolo County. This planning project will build upon YCTD’s recent efforts to explore how public interest design of transportation services can be used to address the needs of the region’s most isolated and disadvantaged areas.

Project updates to the Board were given on May 9th and June 13th.

Caltrans Subrecipient Agreement

YCTD will need to enter into two agreements to access the grant funding: One with FHWA, which is funding the project, and a subrecipient agreement with Caltrans to pass through the FHWA funds. This staff report and resolution addresses the latter. The purpose of this subrecipient agreement is to clarify the roles and responsibilities of Caltrans vs. YCTD with respect to the RAISE funding. Staff expects to bring the FHWA agreement to the Board for execution at the November 14th meeting.

No financial impact is associated with Board action on this item.

Attachments

1. Resolution
2. Caltrans Subrecipient Agreement

YOLO COUNTY TRANSPORTATION DISTRICT

RESOLUTION NO. R 2022-14

AUTHORIZATION TO EXECUTE FY 2021 RAISE TRANSPORTATION GRANT PROGRAM FIRST-TIER SUBRECIPIENT AGREEMENT FOR THE YOLO ACTIVE TRANSPORTATION CORRIDORS (YATC) PROJECT

WHEREAS, the Yolo County Transportation District (YCTD) was awarded a \$1.2 million grant from the federal Department of Transportation’s Reinvesting in American Infrastructure with Sustainability and Equity (RAISE) for the subject project; and

WHEREAS, YCTD will execute an agreement with FYWA and a first-tier subrecipient agreement for the RAISE-funded YATC project; and

WHEREAS, the Caltrans First-Tier Subrecipient Agreement clarifies roles and responsibilities with respect to RAISE funds,

NOW, THEREFORE, RESOLVED, ORDERED, AND FOUND by the Board of Directors of the Yolo County Transportation District, County of Yolo, State of California, to authorize the YCTD Executive Director to execute the Caltrans FY 2021 RAISE Transportation Grant Program First-Tier Subrecipient Agreement for the YATC project.

PASSED AND ADOPTED by the Board of Directors of the Yolo County Transportation District, County of Yolo, State of California, this 10th day of October, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Don Saylor, Chair

Board of Directors

ATTEST:

Mimi Koh, Clerk

Board of Directors

Approved as to Form:

Hope P. Welton, District Counsel

FISCAL YEAR 2021 RAISE TRANSPORTATION GRANT PROGRAM FIRST-TIER SUBRECIPIENT AGREEMENT

This Fiscal Year 2021 RAISE Transportation Grant Program First-Tier Subrecipient Agreement (Agreement) is between the California Department of Transportation (CALTRANS) (Recipient) and the Yolo County Transportation District (YCTD), a municipal corporation (First-Tier Subrecipient), collectively known as Parties.

RECITALS

WHEREAS, on or about July 12, 2020, the Parties applied for RAISE Grant funding from the United States Department of Transportation (USDOT) for the Yolo County Bike and Pedestrian Trail Network Planning project which will develop an active transportation plan for a network of multiuse trails that will help to address barriers to mobility for low-income and minority residents of Yolo County, California; and

WHEREAS, in this Agreement “RAISE Grant” means an award of funds that were made available under the USDOT published “Notice of Funding Opportunity for the Department of Transportation’s National Infrastructure Investments Under the Consolidated Appropriations Act, 2021,” 86 Fed. Reg. 21,794 (April 23, 2021) (the NOFO), to solicit applications for Federal financial assistance; and

WHEREAS, on or about November 17, 2021, the Parties were selected for RAISE Grant funding in the amount of \$1,200,000 for the Project; and

WHEREAS, the Parties, along with USDOT, will concurrently enter into the U.S. Department of Transportation Grant Agreement under the Fiscal Year 2021 RAISE Transportation Grants Program (USDOT Agreement) which awards and obligates \$1,200,000 in RAISE Grant funding for the Yolo County Bike and Pedestrian Trail Network Planning project; and

WHEREAS, the Parties along with USDOT, will concurrently enter into a Project Oversight Agreement between the Federal Highway Administration Agreement and the California Department of Transportation (Oversight Agreement) which defines specific project responsibilities for FHWA, Caltrans, and YCTD that are necessary for the development and delivery of the Yolo County Bike and Pedestrian Trail Network Planning project; and

WHEREAS, on or about April 18, 1997, the Parties, entered into a Master Agreement Administering Agency-State Agreement for Federal-Aid Projects (Master Agreement); and

WHEREAS, this Agreement reflects the selection of the First-Tier Subrecipient to receive a RAISE Grant for the Project; and

WHEREAS, the Parties want the First-Tier Subrecipient to carry out the Project with the Recipient’s assistance and oversight; and

WHEREAS, this Agreement further establishes oversight and delegation of responsibilities between the Recipient and the First-Tier Subrecipient outlined in the Oversight Agreement, the Master Agreement, and as allowed per Article 7.1(b) of the USDOT Agreement.

The parties therefore agree to the following:

AGREEMENT

Article I. General Terms and Conditions

Section 1.01 General Terms and Conditions

- (a) The First-Tier Subrecipient states that it has knowledge of the USDOT Agreement that includes the content of the document titled “General Terms and Conditions Under The Fiscal Year 2021 RAISE Transportation Grants Program: FHWA Projects,” dated June 6, 2022, which is available at <http://go.usa.gov/xJKa5>. Articles 8 – 31 of the USDOT AGREEMENT are in the General Terms and Conditions.

- The First-Tier Subrecipient acknowledges the USDOT Agreement and this Agreement impose obligations on the First-Tier Subrecipient and that the First-Tier Subrecipient’s non-compliance with the USDOT Agreement and this Agreement may result in remedial action, terminating the RAISE Grant, disallowing costs incurred for the Project, requiring the First-Tier Subrecipient to refund RAISE Grant funding to the Recipient, and reporting the non-compliance in the Federal-government-wide integrity and performance system.
- (b)

- This Agreement references the USDOT Agreement and is acknowledged by the
- (c) Recipient and First-Tier Subrecipient to be the most recent executed version of USDOT Agreement.

Article II. First-Tier Subrecipient Statements and Responsibilities

Section 2.01 Statements on the Project

- (a) The First-Tier Subrecipient states that:
- (i) *all material statements of fact in the Technical Application for the Raise Grant Agreement were accurate when that application was submitted; and*
 - (ii) *Attachment D in the USDOT Agreement documents all material changes in the information contained in that Raise Grant Technical Application.*
- (b) The First-Tier Subrecipient acknowledges that
- (i) *the USDOT relied on statements of fact in the Technical Application to select the PROJECT to receive this award;*
 - (ii) *the USDOT relied on statements of fact in both the Technical Application and the USDOT Agreement to determine that the First-Tier Subrecipient and the Project are eligible under the terms of the NOFO; and*
 - (iii) *the USDOT’s selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.*

Section 2.02 Statements on Capacity

- (a) The First-Tier Subrecipient states that:

- (i) *it has the legal authority to complete the Project;*
- (ii) *not less than the difference between the “Total Eligible Project Cost” and the “RAISE Grant Amount” listed in section 3.3 of the USDOT Agreement are committed to fund the Project; and*
- (iii) *it has sufficient funds available to ensure that infrastructure completed or improved under the USDOT Agreement and this Agreement will be operated and maintained in compliance with this Agreement, the Master Agreement and applicable Federal law.*

Section 2.03 Project Delivery

- (a) The First-Tier Subrecipient shall complete the Project under the terms of this Agreement.
- (b) The First-Tier Subrecipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to projects of the Administering Operating Administration.

Section 2.04 Rights and Powers Affecting the Project

- (a) The First-Tier Subrecipient shall not take or permit any action that deprives it of any rights or powers necessary to the First-Tier Subrecipient’s performance under this Agreement without written approval of the Recipient and USDOT.
- (b) The First-Tier Subrecipient shall act, consistent with all applicable law and in a manner acceptable to the USDOT and Recipient, to promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the First-Tier Subrecipient’s performance under this Agreement.

Article III. Application and Award

Section 3.01 Application

- (a) In this Agreement, the application for funding is the application identified and defined in section 2.1 of the USDOT Agreement.
- (b) Project in this Agreement, means the project proposed in the application identified in section 2.1 of the USDOT Agreement, as modified by the negotiated provisions of the USDOT Agreement and this Agreement, including article 3 of the USDOT Agreement and attachments A-E of the USDOT Agreement.
- (c) This award shall not be used for research and development.

Section 3.02 Federal Award and Federal Obligation

- (a) The Recipient hereby passes award of the RAISE Grant received from USDOT to First-Tier Subrecipient in the amount specified in section 2 of the USDOT Agreement and making the Grant amount, as stated in section 2.3 of the USDOT Agreement available for obligation to First-Tier Subrecipient for the stated budget period.
- (b) The First-Tier Subrecipient accepts and agrees to the dates set forth in section 2.4 of USDOT Agreement.

Section 3.03 Limitation of Federal Award Amount

- (a) Under this award, the Recipient shall not provide funding greater than the amount specified in article section 2.3 of the USDOT Agreement. The First-Tier Subrecipient acknowledges that Recipient is not liable for payments exceeding that amount, and the First-Tier Subrecipient shall not request reimbursement of costs exceeding that amount.

Section 3.04 Additional USDOT Conditions

- (a) If section 2.3 of the USDOT Agreement does not obligate funds for Phase 4b, and the parties to the USDOT Agreement choose, by amendment under article 21 of the USDOT Agreement, to obligate funds for eligible costs in this Phase, the First-Tier Subrecipient agrees to assume any additional conditions set by the USDOT for the Recipient in the USDOT Agreement.

Article IV. Summary Project Information

Section 4.01 Summary Statement of Work

- (a) The Project's summary statement of work is defined in section 3.1 of the USDOT Agreement and Attachment A of the USDOT Agreement. The First-Tier Subrecipient affirms the Project scope of work does not exceed the Project summary statement of work and any proposed changes will be made in accordance with section 6.02.

Section 4.02 Estimated Schedule

- (a) The Project's estimated schedule is defined in section 3.2 of the USDOT Agreement. The First-Tier Subrecipient affirms the Project will remain within the estimated schedule and any proposed changes will be made in accordance with section 6.03

Section 4.03 Estimated Budget

- (a) The Project's estimated budget is defined in section 3.3 of the USDOT Agreement and Attachment B of the USDOT Agreement. The First-Tier Subrecipient affirms the PROJECT will remain within the estimated budget and any proposed changes will be made in accordance with section 6.04.

Section 4.04 Critical Milestone Dates

- (a) The Project's critical milestone deadlines are defined in Section 4.1 of the USDOT Agreement. The First-Tier Subrecipient affirms the Project will meet Critical Milestone Dates.

Article V. Party Information

Section 5.01 First Tier Subrecipient Information

- (a) First Tier Subrecipient Contact(s)

(b) First-Tier Subrecipient Key Personnel.

Section 5.02 Notification of Changes to Key Personnel.

- (a) The First-Tier Subrecipient shall notify all Recipient contacts and all USDOT project contacts, identified in sections 5.2 and 5.4 of the USDOT Agreement, in writing within 30 calendar days of any change in key personnel who are identified in section 5.01 of this Agreement.

Article VI. Statement of Work, Schedule, and Budget Changes

Section 6.01 Notification Requirement

- (a) The First-Tier Subrecipient shall notify all Recipient contacts and all USDOT Project contacts, identified in sections 5.2 and 5.4 of the USDOT Agreement, in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the First-Tier Subrecipient's plan to complete Project. In that notification, the First-Tier Subrecipient shall describe the change and what actions the First-Tier Subrecipient has taken or plans to take to ensure completion of Project. This requirement under section 6.01(a) is separate from any other article 6 section that requires the First-Tier Subrecipient request modification of the USDOT Agreement.

Section 6.02 Statement of Work Changes

- (a) If Project activities differ from the statement of work described in section 3.1 of the USDOT Agreement and Attachment A of the USDOT Agreement, First-Tier Subrecipient shall contact all Recipient contacts and all USDOT Project contacts, identified in sections 5.2 and 5.4 of the USDOT Agreement and request modification of the USDOT Agreement to update section 3.1 of the USDOT Agreement and Attachment A of the USDOT Agreement.

Section 6.03 Schedule Changes

- (a) If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment A of the USDOT Agreement, First-Tier Subrecipient shall contact all Recipient contacts and all USDOT project contacts, identified in sections 5.2 and 5.4 of the USDOT Agreement, and request a modification of the USDOT Agreement to update section 3.1 of the USDOT Agreement and Attachment A of the USDOT Agreement.

Section 6.04 Budget Changes

- (a) The First-Tier Subrecipient shall contact all Recipient contacts and all USDOT project contacts, identified in sections 5.2 and 5.4 of the USDOT Agreement and shall request a modification of the USDOT Agreement to update the relevant dates if any of the following should occur:
 - (i) *the Project's substantial completion date changes to a date that is more than six months after the substantial completion date listed in section 3.2 of the USDOT Agreement,*
 - (ii) *a schedule change would require the budget period to continue after the budget period end date listed in section 2.4 of the USDOT Agreement, or*
 - (iii) *a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.4 of the USDOT Agreement.*
- (b) For other schedule changes not addressed in Section 6.04 (a) above, the First-Tier Subrecipient shall request a modification of the USDOT Agreement; unless the USDOT and the Recipient have consented, in writing consistent with the Administering Operating Administration's requirements, to the change.
- (c) The First-Tier Subrecipient acknowledges that an increased cost to complete the Project:
 - (i) *does not affect the First-Tier Subrecipient's obligation under this Agreement to complete the Project; and*
 - (ii) *will not increase the amount of this award from USDOT or Recipient to address any funding shortfall.*
- (d) If, any of the Project funding listed in section 3.3 of the USDOT Agreement increases or the "Total Eligible Project Cost" amount decreases, the First-Tier Subrecipient shall request a modification of the USDOT Agreement to update section 3.3 of the USDOT Agreement and Attachment B of the USDOT Agreement. For other budget changes, the First-Tier Subrecipient shall request a modification of the USDOT Agreement to update Attachment B of the USDOT Agreement unless the USDOT and Recipient have consented, in writing consistent with the Administering Operating Administration's requirements, to the change.
- (e) If the actual eligible Project costs are less than the "Total Eligible Project Cost" listed in section 3.3 of the USDOT Agreement, the First-Tier Subrecipient may propose to the Recipient and USDOT, in writing consistent with the Administering Operating Administration's requirements, specific additional activities that are within the scope of this award, as defined in sections 8.1 and 3.1 of the USDOT Agreement, and that the First-Tier Subrecipient could complete with the difference between the "Total Eligible Project Cost" that is listed in section 3.3 of the USDOT Agreement and the actual eligible project costs.
- (f) If the actual eligible Project costs are less than the "Total Eligible Project Cost" listed in section 3.3 of the USDOT Agreement and the First-Tier Subrecipient does not make a proposal under section 12.4(c) of the USDOT Agreement, or USDOT does not accept the First-Tier Subrecipient's proposal under section 12.4(c) of the USDOT Agreement or the Recipient does not accept the First-Tier Subrecipient's proposal under section 12.4(c) of the USDOT Agreement, :

- (i) *the **First-Tier Subrecipient** shall reduce the Federal Share by the difference between the “Total Eligible Project Cost” that is listed in section 3.3 of the USDOT Agreement and the actual eligible project costs as set forth in section 12.4(b) of the USDOT Agreement; and*
- (ii) ***First-Tier Subrecipient** shall refund to the Recipient the difference between the reimbursed costs and the revised award if the modification reduces this award and the Recipient had reimbursed costs exceeding the revised award,*
- (g) In this Agreement, “**Federal Share**” means the sum of the “RAISE Grant Amount” and the “Other Federal Funds” amounts that are listed in section 3.3 of the USDOT Agreement.

Section 6.05 USDOT and Recipient Acceptance of Changes

- (a) The Recipient may accept or reject modifications requested under article 6 of this Agreement, and in doing so may elect to consider only the interests of the RAISE Transportation Discretionary Grant program, the Recipient, or USDOT. The First-Tier Subrecipient acknowledges that requesting a modification under article 6 of this Agreement does not amend, modify, or supplement this Agreement unless the Recipient accepts that modification request and the parties modify USDOT Agreement under section 21.1 of the USDOT Agreement.

Article VII. General Reporting Terms

Section 7.01 Reporting

- (a) The First-Tier Subrecipient assumes the Recipient's reporting obligations under articles 14 and 15 of the USDOT Agreement.

Section 7.02 Report Submission

- (a) First-Tier Subrecipient shall send all reports required by USDOT Agreement and this Agreement to all Recipient contacts listed in section 5.2 of the USDOT Agreement, all USDOT contacts listed section 5.4 of the USDOT Agreement, and all USDOT contacts who are listed section 9.2 of the USDOT Agreement.

Section 7.03 Alternative Reporting Methods

- (a) The Administering Operating Administration may establish processes for the Recipient to submit reports required by this Agreement, including electronic submission processes. If the First-Tier Subrecipient is notified by the Recipient in writing, the First-Tier shall use the processes required by the Administering Operating Administration, as directed by the Recipient.

Section 7.04 Reporting History of Performance

- (a) Under 2 C.F.R 200.205 and USDOT Agreement section 7.2, any Federal awarding agency may consider the First-Tier Subrecipient's timely submission of the reports that USDOT Agreement and this Agreement require, or the First-Tier Subrecipient's failure to timely submit those reports, when evaluating the risks of making a future Federal financial assistance award to the First-Tier Subrecipient's.

Article VIII. Agreement Termination.

Section 8.01 Recipient Termination

- (a) The Recipient may terminate this Agreement and all its obligations under this Agreement if any of the following occurs:
- (i) *the First-Tier Subrecipient fails to obtain or provide any non-RAISE Transportation Discretionary Grant contribution or alternatives approved by the USDOT as provided in the USDOT Agreement and consistent with article 3 in the USDOT Agreement;*
 - (ii) *the First-Tier Subrecipient fails to meet a milestone listed in section 4.1 of the USDOT Agreement by the deadline date listed in that section for that milestone and the parties are unable to agree upon or provide an extension or other form of approval by way of a revised USDOT Grant Agreement, which is agreed to with signature by parties;*
 - (iii) *the First-Tier Subrecipient fails to comply with the terms and conditions of this Agreement, including a material failure to comply with the schedule in section 3.2 of the USDOT Agreement even if it is beyond the reasonable control of the Recipient. A material failure is defined as the failure to comply with the material contractual obligation; or,*
 - (iv) *the USDOT determines that termination of the U.S. Department of Transportation's Grant Agreement Under The Fiscal Year 2021 RAISE Transportation Grants Program For PROJECT is in the public interest.*

Section 8.02 Closeout Termination

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, "Project Closeout" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.343, Project Closeout should occur no later than one year after the period of performance end date that is listed in section 2.4 of the USDOT Agreement.

Section 8.03 Post-Termination Adjustments.

- (a) The First-Tier Subrecipient acknowledges that under 2 C.F.R. 200.344–200.345 termination of the USDOT Agreement and this Agreement does not extinguish the Recipient's and USDOT's authority to disallow costs, including costs that the Recipient reimbursed to First-Tier Subrecipient before termination, and recover funds from the First-Tier Subrecipient.

Section 8.04 Non-Terminating Events

- (a) The end of the budget period described under section 11.2 of the USDOT Agreement does not terminate this Agreement or the First-Tier Subrecipient's obligations under this Agreement.
- (b) The end of the period of performance described under section 11.3 of the USDOT Agreement does not terminate this Agreement or the First-Tier Subrecipient's obligations under this Agreement.

- (c) The cancellation of funds under section 20.2 of the USDOT Agreement or 15.02 of this Agreement does not terminate this Agreement or the First-Tier Subrecipient's obligations under this Agreement.

Section 8.05 Other Remedies

- (a) The termination authority under this article 8 supplements both the USDOT Agreement and this Agreement and does not limit the USDOT's or Recipient's remedial authority under 2 C.F.R. part 200, including 2. C.F.R. 200.338–200.339 and the Oversight Agreement.

Article IX. MONITORING, FINANCIAL MANAGEMENT, AND RECORDS

Section 9.01 First-Tier Subrecipient Monitoring and Record Retention.

- (a) The First-Tier Subrecipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (i) those activities comply with this Agreement; and
 - (ii) those activities comply with the Master Agreement and Project Program Supplement Agreement, signed by the First Tier Subrecipient and the Recipient
 - (iii) funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the First-Tier Subrecipient makes a subaward under this award, the First-Tier Subrecipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.331(d).
- (c) The First-Tier Subrecipient shall retain records relevant to the award as required under 2 C.F.R. 200.333.

Section 9.02 USDOT Record Access

- (a) The USDOT and the Recipient may access First-Tier Subrecipient records related to this award under 2 C.F.R. 200.336.

Section 9.03 Financial Records and Audits

- (a) The First-Tier Subrecipient shall keep all Project accounts and records that fully disclose the amount and disposition by the First-Tier Subrecipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the Project.
- (b) The First-Tier Subrecipient shall keep accounts and records described under section 17.3(a) of the USDOT Agreement in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303, 2 C.F.R. 200 subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501–7507.

- (c) The First-Tier Subrecipient shall, upon reasonable notice, make available to the Recipient, the USDOT and the Comptroller General of the United States any books, documents, papers, and records of the Recipient that are related to this award for the purpose of audit and examination.
- (d) If an independent audit is made of the accounts of the First-Tier Subrecipient relating to the Project or this award, the First-Tier Subrecipient shall file a certified copy of that audit with the Comptroller General of the United States no later than six months following the close of the federal fiscal year for which the audit was made.
- (e) The First-Tier Subrecipient shall separately identify expenditures under the fiscal year 2021 RAISE Transportation Grants program in financial records required for audits under Single Audit Act Amendments of 1996, 31 U.S.C. 7501–7507. Specifically, the First-Tier Subrecipient shall:
 - (i) *list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart E, including “FY 2019” in the program name; and*
 - (ii) *list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC (March 25, 2019), including “FY 2019” in column c (“Additional Award Identification”).*

Article X. CONTRACTING AND SUBAWARDS

Section 10.01 Minimum Wage Rates

- (a) The First-Tier Subrecipient shall include, in all contracts in excess of \$2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act, 40 U.S.C. 3141–3148, or 23 U.S.C. 113, as applicable, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
- (b) If cases where the State Wage minimum rate of wage is greater than the Federal Wage minimum rate of wage, the higher State Wage minimum rate of wage shall be used by contractors to pay skilled and unskilled labor, and the higher State Wage minimum rate of wage shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

Section 10.02 Buy America

- (a) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. 313, as implemented by the Federal Highway Administration. The First-Tier Subrecipient acknowledges that this Agreement is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b).

Section 10.03 Small and Disadvantaged Business Requirements

- (a) If any funds under this award are administered by or through a State Department of Transportation, the First-Tier Subrecipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26 (“Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs”). The First-Tier Subrecipient shall expend all other funds under this award in compliance with the requirements at 2 C.F.R. 200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”).

Section 10.04 Engineering and Design Services

- (a) The First-Tier Subrecipient shall award each contract or sub- contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the Project in the same manner that a contract for architectural and engineering services is negotiated under the Brooks Act, 40 U.S.C. 1101-1104 as implemented in 23 U.S.C. 112(b)(2), or an equivalent qualifications-based requirement prescribed for or by the First-Tier Subrecipient and approved in writing by the USDOT and the Recipient.

Section 10.05 Foreign Market Restrictions

- (a) The First-Tier Subrecipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Section 10.06 Contractor Speech

- (a) The First-Tier Subrecipient shall ensure that no concession agreements are denied, or other contracting decisions made, on the basis of speech or other activities protected by the First Amendment.

Article XI. Subaward and Contract Authorization.

Section 11.01 Subaward and Contract Authorization

- (a) If the USDOT Office for Subaward and Contract Authorization identified in section 6.2 of the USDOT Agreement is “FHWA Division,” then the First-Tier Subrecipient shall comply with subaward and contract authorization requirements under 23 C.F.R chapter I, subchapter G.
- (b) If the USDOT Office for Subaward and Contract Authorization identified in section 6.2 of the USDOT Agreement is “FHWA Office of Acquisition and Grants Management,” then the First-Tier Subrecipient shall obtain prior written approvals from the USDOT Agreement officer and the Recipient for the subaward or contracting out of any work under this Agreement. That approval will be contingent upon a fair and reasonable price determination on the part of the First-Tier Subrecipient and the Recipient’s and agreement officer’s concurrence on that determination.

Article XII. COSTS, PAYMENTS, AND UNEXPENDED FUNDS

Section 12.01 Projects Costs

- (a) This award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

Section 12.02 Timing of Project Costs

- a) The First-Tier Subrecipient shall not charge to this award, costs that were incurred before the date of the USDOT Agreement and this Agreement, unless those costs are identified in Attachment E of the USDOT Agreement and would have been allowable if incurred during the budget period. This limitation applies to costs incurred under an advance construction authorization (23 U.S.C. 115), costs incurred prior to authorization (23 C.F.R. 1.9(b)), and pre-award costs under 2 C.F.R. 200.458.
- b) The First-Tier Subrecipient recognizes the USDOT Grant Agreement hereby supersedes and terminates any previous USDOT approval for the First-Tier Subrecipient to incur costs under the award for the Project specified in the USDOT Agreement. Attachment E of the USDOT Agreement is the exclusive USDOT approval of costs incurred before the date of the USDOT Agreement.
- c) The Recipient shall not charge to this award costs that are incurred after the budget period.

Section 12.03 First-Tier Subrecipient Recovery of Federal Funds

- (a) The First-Tier Subrecipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT or Recipient determines, after consultation with the First-Tier Subrecipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The First-Tier Subrecipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT and Recipient.

Section 12.04 Unexpended Federal Funds

- (a) Any Federal funds that are awarded at section 2.3 of the USDOT Agreement but not expended on allocable, allowable costs remain the property of the United States.

Article XIII. Timing of Payments to the First-Tier Subrecipient

Section 13.01 Timing of Payments to the First-Tier Subrecipient

- (a) Reimbursement is the payment method for the RAISE Transportation Grants program.
- (b) The First-Tier Subrecipient shall not request reimbursement of a cost before the First-Tier Subrecipient has entered into an obligation for that cost and received an executed Program Supplement Agreement for the Project.
- (c) Upon termination of the Agreement or USDOT Agreement, Recipient shall reimburse First-Tier Subrecipient for all non-cancellable obligations incurred prior to the date of termination which cannot reasonably be cancelled.

Article XIV. Information Supporting Expenditures

Section 14.01 Information Supporting Expenditures

- (a) If the First-Tier Subrecipient submits a request for reimbursement that the Recipient determines does not include or is not supported by sufficient detail, the Recipient may deny the request or withhold processing the request until the First-Tier Subrecipient provides sufficient detail.

Article XV. LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

Section 15.01 Liquidation of First-Tier Subrecipient Obligations

- (a) The First-Tier Subrecipient shall liquidate all obligations under this award not later than 90 days after the budget period end date that is listed in section 2.4 of the USDOT Agreement. The First-Tier Subrecipient acknowledges that this period of availability for liquidation ends before the statutory expenditure deadline identified in section 20.2 of the USDOT Agreement.
- (b) Liquidation of obligations and adjustment of costs under this Agreement follow the requirements of 2 C.F.R. 200.343–200.345.

Section 15.02 Funds Cancellation

- (a) Outstanding FY 2021 RAISE Transportation Discretionary Grant balances are canceled by statute after September 30, 2026, and are then unavailable for any purpose, including adjustments and expenditures.

Article XVI. AGREEMENT MODIFICATIONS

Section 16.01 Bilateral Modifications

- (a) The Parties may mutually amend, modify, or supplement this Agreement in writing signed by the Recipient and the First-Tier Subrecipient. Either party may request to amend, modify, or supplement this Agreement by written notice to the other party.

Article XVII. Limited Unilateral Modifications

Section 17.01 Unilateral Modifications

- (a) The First-Tier Subrecipient may update the contacts who are listed in section 5.01 of this Agreement by written notice to all of the Recipient and USDOT contacts who are listed in sections 5.4 and 9.2 of the USDOT Agreement.

Section 17.02 Other Modifications.

- (a) The Parties shall not amend, modify, or supplement this Agreement except as permitted under section 16.01 and 17.01 of this Agreement. If an amendment, modification, or supplement is not permitted under sections 16.01 or 17.01 of this Agreement, it is void.

Article XVIII. ADDITIONAL TERMS AND CONDITIONS

Section 18.01 Effect of Urban or Rural Designation

- (a) Based on information the First-Tier Subrecipient provided to the USDOT, including the Technical Application, section 2.5 of the USDOT Agreement designates the Project to be a project in an urban area or a project in a rural area, as those areas are defined in the NOFO. The First-Tier Subrecipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

Section 18.02 Disclaimer of Federal Liability

- (a) The Recipient shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

Article XIX. Relocation and Real Property Acquisition

Section 19.01 Relocation and Real Property Acquisition

- (a) To the greatest extent practicable under State law, the First-Tier Subrecipient shall comply with the land acquisition policies in 49 C.F.R. 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The First-Tier Subrecipient shall provide a relocation assistance program offering the services described in 49 C.F.R. 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. 24 subparts D–E.
- (c) The First-Tier Subrecipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. 24 subpart E.

Article XX. Federal Freedom of Information Act

Section 20.01 Federal Freedom of Information Act

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The First-Tier Subrecipient acknowledges the Technical Application and materials submitted to the USDOT or the Recipient by the First-Tier Subrecipient related to this Agreement may become USDOT records subject to public release under 5 U.S.C. 552.

Article XXI. THIS AWARD AGREEMENT

Section 21.01 Attachments

Attachment A CALTRANS-LOCAL AGENCY Master Agreement

Attachment B executed USDOT Agreement for Project or most recently executed revision of the USDOT Agreement for Project, shall be considered part of this agreement; the first USDOT Agreement for Project will be executed concurrently with, this agreement.

Attachment C approved Program Supplement Agreement(s) for Project, signed by the First Tier Subrecipient and executed by Recipient after the first obligation of federal funds to Project, shall be considered part of this Agreement.

Attachment D Approved Oversight Agreement that defines Recipient responsibilities to parties not defined by this Agreement, shall be considered a part of this agreement.

Section 21.02 Exhibits

Exhibit A Project Technical Application

Exhibit B Project Build Fact Sheet

Exhibit C Project Cooperative Agreement

Section 21.03 Construction

(a) If a provision in the Exhibits or the Attachments conflicts with a provision in articles 1 – 2, then the provision in articles 1 – 22 prevails. If a provision in the Attachments conflicts with a provision in the Exhibits, then the provision in the Attachments prevails.

Article XXII. AGREEMENT EXECUTION AND EFFECTIVE DATE

Section 22.01 Counterparts

(a) This Agreement may be executed in counterparts, which constitute one document. The Parties intend each countersigned original to have identical legal effect.

Section 22.02 Effective Date

(a) The Agreement will become effective when the Parties have signed it. The Effective Date of this Agreement will be the date the last party signs the Agreement. Once signed by the Recipient's authorized representative, this instrument constitutes a separate RAISE Grant Agreement that assigns responsibilities, including administrative and oversight responsibilities, between the Recipient and the First-Tier Subrecipient. The USDOT is not a party to this Agreement.

CALTRANS SIGNATURE PAGE

The Caltrans (a.k.a. Recipient), intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Date

By:

Signature of Recipient's Authorized
Representative

Tony Tavares

Name

CALTRANS Director

Title

FIRST-TIER SUBRECIPIENT SIGNATURE PAGE

The First-Tier Subrecipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

Yolo County Transportation District,

10/10/2022

By: Autumn Bernstein
Executive Director