

CONTINUING COOPERATIVE AGREEMENT

between

ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS

and

Sub-recipient AGENCY

THIS AGREEMENT is entered into effective ____, between the Sub-recipient Agency (hereinafter referred to as Sub-recipient) and the Association of Monterey Bay Area Governments (hereinafter referred to as AMBAG).

RECITALS

WHEREAS, the Sub-recipient is a California public agency created by statute to provide local transportation planning within -----County; and

WHEREAS, the Sub-recipient is a Sub-recipient of State and Federal planning funds programmed in AMBAG's annual Overall Work Program (OWP), administered by and through AMBAG. The AMBAG annual OWP is part of an agreement with the State of California Department of Transportation (State or Caltrans), which includes the Overall Work Program Agreement (OWPA) and Master Fund Transfer Agreement (MFTA). Together, the OWP, the OWPA and MFTA set forth the terms and conditions under which these funds are to be expended by AMBAG and its Sub-recipients; and

WHEREAS, AMBAG and the Sub-recipient intend to coordinate development of the annual AMBAG OWP, with final OWP approval by AMBAG; and

WHEREAS, AMBAG and the Sub-recipient intend to cooperate to ensure the timely development, adoption and implementation of integrated comprehensive regional plans and policies, as set forth by Federal and State requirements; and

WHEREAS, AMBAG and the Sub-recipient intend to cooperate to ensure continual satisfactory compliance with applicable Federal and State laws and planning and management guidelines; and

WHEREAS, AMBAG and Sub-recipient intend to ensure their respective cost accounting systems meet Federal and State regional planning fund requirements; and

WHEREAS, AMBAG and the Sub-recipient intend to improve accountability of persons carrying out the duties prescribed in this Agreement, and reduce delays associated with the billing process.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT

1. Agreement with the Sub-recipient and Amendments. This Agreement constitutes a continual, year-to-year arrangement between the Sub-recipient and AMBAG, and may be amended by mutual written agreement.

- a. This Agreement includes the annual "Sub-recipient Scope of Work" (Exhibit A), "Sub-recipient Budget" (Exhibit B), "Sample Sub-recipient Invoice" (Exhibit C) hereinafter referred to as Exhibits A, B, and C respectively, attached hereto and incorporated herein by this reference.
- b. AMBAG's maximum payment obligation to the Sub-recipient is limited to those funds identified in Exhibit B.

2. Scope of Sub-recipient Responsibilities.

- a. AMBAG shall engage the Sub-recipient and the Sub-recipient shall be responsible for the complete performance of the work described in Exhibit A, including the grant-funded and in-kind match work, in accordance with the budget constraints described in Exhibit B as reflected in the adopted Overall Work Program.
- b. In accordance with Title 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" 49, CFR, Part 18, Sections 18.36 and 37 and state laws and procedures, Sub-recipient contracts for work identified in Exhibit A under "Consultant Work" are required to be competitively procured consistent with the Caltrans Local Assistance Program Manual, Chapter 10. Sub-recipient must also include the respective AMBAG project manager in selection processes for work identified in Exhibit A.
- c. The Sub-recipient Project Manager shall coordinate all work described in the Exhibit A with the AMBAG Project Managers identified under each work element listed in Exhibit B. AMBAG shall not be obligated to make payments to the Sub-recipient until the Sub-recipient Project Manager has carried out the applicable responsibilities described herein and in compliance with Sections 6 through 8 of this Agreement.
- d. Sub-recipient shall establish 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 an Executive Committee, Budget and Personnel Committee, Audit Committee or Finance Committee to oversee compliance with the applicable Federal and State regulations cited herein.

3. Personnel. The Sub-recipient shall hire personnel to perform the work described in Exhibit A, only in the following manner:
 - a. Sub-recipient Personnel. The Sub-recipient, upon approval and authorization of its governing body, shall utilize employees with salaries that do not vary on the basis of funds received from AMBAG.
4. Time of Performance. The services provided pursuant to this Agreement shall begin upon issuance of a Notice to Proceed by AMBAG to the Sub-recipient and shall continue until completion, but not later than June 30 of each year. The Notice to Proceed shall be issued upon receipt of final federal approval of the Overall Work Program.
5. Materials to be Furnished to the Sub-recipient.
 - a. AMBAG shall provide the Sub-recipient with a right to use (without charge by AMBAG) information, data, reports, records and maps which are in possession of or readily available to AMBAG, for the purposes of carrying out work under this Agreement. However, AMBAG's proprietary information or otherwise confidential or privileged materials shall not be provided to the Sub-recipient, unless authorized by AMBAG's legal counsel, except as provided under the Public Records Act and other state and federal laws.
 - b. At the option of AMBAG and if allowable under Federal and State grant requirements, AMBAG may procure equipment, software, or other materials for use by the Sub-recipient, only for purposes of carrying out work described under this Agreement. The Sub-recipient agrees to comply with all license agreements for software or other materials procured by AMBAG for use by the Sub-recipient.
 - c. All equipment, software, or other materials provided to the Sub-recipient under this Agreement shall remain the property of AMBAG and shall be returned to AMBAG upon project completion.
6. Invoices and Progress Reports. In performing the work described in Exhibit A, the Sub-recipient may incur only the costs authorized by Exhibit B. Said costs shall comply with Sections 8 and 9 below. The Sub-recipient shall submit to AMBAG, not more frequently than every month, but at least quarterly, each requisition for payment (Invoice) accompanied by a narrative progress report with deliverables as identified in Exhibit A.
 - a. The Sub-recipient shall submit the following relative to an Invoice:

- i. An invoice with supporting documentation, including but not limited to cancelled checks and reports from the accounting system that support the costs claimed, in duplicate, in accordance with the "Sample Sub-recipient Invoice", Exhibit C.
 - ii. A progress report that, in narrative form, describes progress toward completion of tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the work elements contained in Exhibit B; and
 - iii. Upon request of AMBAG, additional information or documentation to support the costs contained in the Invoice.
 - b. The Sub-recipient shall submit an invoice to AMBAG, no later than forty-five (45) days after the close of each quarter, describing progress toward completion of all tasks, projects, and products, conformance with project schedules, and reporting of all costs incurred for the work elements contained in Exhibit B.
 - c. In the submittal of invoices the Sub-recipient shall include three, double-sided copies of all deliverables to the assigned AMBAG Project Manager, in a commonly used electronic format or hard paper copy, as referenced in Section 9.
 - d. Year-end Invoices submitted in the fourth quarter and supporting documentation shall be received by AMBAG on or before July 31st of each fiscal year. Invoices received by AMBAG after July 31st for the preceding fiscal year shall not be paid.
 - e. Payment of Sub-recipient Invoices is contingent upon receipt by AMBAG of the above documentation provided by the Sub-recipient, consistent with this Sections 6 through 8. Payment to the Sub-recipient is further contingent upon AMBAG's determination, that the performance of the Sub-recipient meets federal, state and AMBAG standards. Sub-recipient invoices shall be reviewed and submitted for payment by AMBAG within 30 days of receipt. No expenses shall be denied without prior consultation with Sub-recipient and a written explanation detailing the basis for the denial.
 - f. Deadlines described in Sections 6 b-e may be waived if mutually agreed to by AMBAG and the sub-recipient.
7. The Sub-recipient shall not be entitled to reimbursement of indirect costs unless a copy of an applicable, approved indirect cost plan has been received by AMBAG prior to submittal of the first Invoice from the Sub-recipient.
 8. Non-Federal Match. The Sub-recipient shall provide the required Cash and/or In-Kind match in accordance with Exhibit B (Cash and/or In-Kind match work), along with Local Match Reports provided in a format consistent with Exhibit C. Local

Match Reports may be provided to AMBAG by the Sub-recipient and/or local public agency(ies) within the Sub-recipient. However, it remains the responsibility of the Sub-recipient to ensure AMBAG receives the Cash and/or In-Kind Match Reports and documentation in accordance with the requirements below and the requirements described herein.

- a. Cash Match Reports shall be submitted with invoices approved by the Sub-recipient Executive Director or his/her designee. Cash Match Reports shall include the name of the Sub-recipient, the applicable OWP Work Element, the amount of the match and the non-federal source of the matching funds and a statement that the source of funds are non-federal accompanied by an authorized signature of the Sub-recipient providing the match.
- b. In-Kind Match Reports shall be submitted with invoices approved by the Sub-recipient Executive Director or his/her designee. In-Kind Match Reports shall include the following information: the name of the Sub-recipient and/or local public agency within Sub-recipient, applicable OWP number, description of services performed, period of the service performed, employee name, copies of timecards, actual pay rate, total hours worked, fringe benefit rate, indirect cost rate (if the rate is approved as part of an indirect cost plan submitted in accordance with Section 7 above), total cost incurred, and a statement that costs were funded with non-federal local funds accompanied by an authorized signature of the Sub-recipient and/or local agency(ies) providing the match. The Sub-recipient shall provide additional information or documentation relative to the Match Reports, upon request of AMBAG.

9. Cost Principles.

- a. Sub-recipient agrees to be bound by and shall require its Consultants and/or Contractors to comply with the following:

~~i. 2 CFR Part 200.225, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards Cost Principles for State, Local and Indian Tribal Governments, shall be used to determine the allowability of individual project cost items, and~~
~~ii. The Federal administrative procedures in accordance with 49 Code of Federal Regulations, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."~~

- b. Any costs for which the Sub-recipient receives payment or credit that is determined by a subsequent audit or other review by either AMBAG, Caltrans or other State or Federal authorities to be unallowable under, but not limited to, 2 CFR Part 200.25, 48 CFR Chapter 1, Part 31; or 49 CFR,

- Part 18, shall be repaid by Sub-recipient within thirty (30) days of the Sub-recipient receiving notice of final audit findings.
- c. All costs charged to this Agreement by the Sub-recipient shall be supported by properly executed payrolls showing labor (wage) rates per hour, and if applicable, copies of Internal Revenue Service W-2 or 1099 Forms, or both; time records, including timesheets or time cards signed by the employee and approved by the supervisor; and invoices and vouchers, evidencing in proper detail the nature of the charges. These costs shall comply with the cost principles cited above in paragraph 9 a. of this Agreement.
 - d. All deliverables published under this agreement shall include the following statement:

"The preparation of the report was financed in part through grants from the United States Department of Transportation (DOT) and facilitated by the Metropolitan Planning Organization, the Association of Monterey Bay Area Governments. Additional financial assistance was provided by the California State Department of Transportation."
 - e. All deliverables produced under this agreement which include Sub-recipient logos shall also include the AMBAG logo.
 - f. The Sub-recipient agrees to furnish documentation to AMBAG to support this requirement that its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.
10. Written and Electronic Versions of Work Products and Related Materials. The Sub-recipient shall provide copies of all its deliverables created pursuant to the Scope of Work to AMBAG in an electronic format. Hard copies will also be provided upon AMBAG's request. Related materials, including any reports, newsletters or other written materials will also be provided in hard copy and/or electronic format, upon AMBAG's request.
- a. Any graphic images accompanying the text of these written materials shall be included, in digitized form, in the electronic version.
 - b. The electronic versions of all written materials and accompanying graphic images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions.
 - c. Materials in the electronic version shall be presented to AMBAG in a commonly used electronic format, including the native file.

- d. AMBAG shall be free to copyright material developed under this Agreement, to the extent allowable by law. The State and the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, work products funded under this Agreement for government purpose.

11. Records Retention and Audits.

- a. The Sub-recipient shall maintain, and shall require that its Contractor maintain, all source documents, books and records connected with their performance of work initiated under this Agreement and each annual AMBAG OWP for a minimum of three (3) years from the date of final payment to Sub-recipient or until audit resolution is achieved for each annual AMBAG OWP, whichever is later, and shall make all supporting information available for inspection and audit by representatives of AMBAG, the State, the Bureau of State Audits, or the Federal Government upon request. Copies will be made and furnished by AMBAG upon request at no cost to AMBAG.
- b. The Sub-recipient shall establish and maintain, and shall require that its Contractor establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Invoices which segregate and accumulate the costs of work elements by line item which clearly identify reimbursable costs and other expenditures by OWP work elements.
- c. The Sub-recipient agrees to include all costs associated with this Agreement and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by the Sub-recipient in compliance with Office of Management and Budget Circular A-133.
- d. The Sub-recipient agrees to furnish documentation to AMBAG to support this requirement that its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

12. Certifications and Assurances.

- a. The Sub-recipient shall adhere to the requirements contained in AMBAG's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of AMBAG's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in AMBAG's OWP. Such requirements shall apply to the Sub-recipient to the same extent as AMBAG and may include, but are not limited to:

- i. Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;
 - ii. Pub. Law 105-178, 112 Stat. 107 and any successor thereto, regarding the involvement of disadvantaged business enterprises in FHWA and FTA funded projects (Sec. 105(f), Pub. L. 970424, 96 Stat. 2100, 49 CFR part 26); and
 - iii. The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the United States Department of Transportation (DOT) implementing regulations (49 CFR 27, 37, and 38).
- b. The Sub-recipient shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in AMBAG's OWP. Such assurances shall apply to the Sub-recipient to the same extent as AMBAG, and include but are not limited to the following areas:
 - i. Authority of Applicant and its Representatives
 - ii. Standard Assurances
 - iii. Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions
 - iv. Drug Free Work Place Agreement
 - v. Intergovernmental Review Assurance
 - vi. Nondiscrimination Assurance
 - vii. Disadvantaged Business Enterprise (DBE) Assurance
 - viii. Nondiscrimination on the Basis of Disability
 - ix. Procurement Compliance Certification
 - x. Certification and Assurance Required by the U.S. Office of Management and Budget.
- c. Federal and State Lobbying Activities Certification.
 - i. By signing this Agreement, the Sub-recipient certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of the Sub-recipient, 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 marking of any State or Federal grant, the making of any Federal loan, the entering into any cooperative agreement, or the extension, continuation, renewal, amendment, or

modification of any State or Federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Sub-recipient shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions."

- d. The Sub-recipient shall further require its Contractor to comply with these Certifications. The Sub-recipient agrees to furnish documentation to AMBAG to support this requirement that all of its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.
- e. The Executive Director (or other designated, authorized signatory) of the Sub-recipient shall sign an annual certifications and assurances form entitled "Affirmation of Sub-recipient," which shall be provided to AMBAG separately at the time this Agreement and annual amendments to the Agreement are executed.

13. Equal Employment Opportunity/Nondiscrimination. In the performance of work undertaken pursuant to this Agreement, the Sub-recipient for itself, its assignees and successors in interest, shall affirmatively require that its employees and Contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

The Sub-recipient shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Sub-recipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government code sections reference above, are incorporated into this Agreement by reference and made a part hereof as set forth in full.

The Sub-recipient shall give written notice of their obligations under this clause to the labor organizations with which they have collective bargaining or other labor agreements.

- a. Sanctions for Noncompliance: In the event of the Sub-recipient's noncompliance with the nondiscrimination provisions of this Agreement, AMBAG shall impose such contract sanctions as its or the DOT may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the Sub-recipient under this Agreement until the Sub-recipient complies, and/or
 - ii. Cancellation, termination or suspension of the Agreement, in whole or in part.
 - iii. Incorporation of Provisions: The Sub-recipient shall include the provisions of this Section in every agreement with its Contractor. The Sub-recipient shall take such action with respect to any such agreement as AMBAG or DOT may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- 14. Conflict of Interest. The Sub-recipient and its officers, employees, and agents (including a Contractor) that perform work under this Agreement shall comply with Federal and State conflict of interest laws, regulations and policies, and applicable provisions of AMBAG's Conflict of Interest Policy.
- 15. Independent Contractor. The Sub-recipient shall be independent contractors in the performance of this Agreement.
- 16. Disadvantaged Business Enterprise (DBE). It is the policy of AMBAG, the California Department of Transportation, and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in the performance of Agreements financed in whole or in part with FHWA/FTA funds provided under this Agreement.

The Sub-recipients and its employees shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any State or FHWA/FTA funds-assisted contract or in the administration of AMBAG's DBE program per the requirements of 49 CFR Part 26. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this Agreement or such other remedy AMBAG may deem appropriate.

- 17. Disputes. Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, meditation or arbitration), the case shall be handled in Monterey County, California.
 - a. Neither the pendency of a dispute nor its consideration by AMBAG or the State will excuse the Sub-recipient from full and timely performance in accordance with the terms of this Agreement.

18. Hold Harmless.

- a. Sub-recipient shall defend, indemnify and hold AMBAG, its officers, agents and employees harmless from and against any and all liability, loss, expense or claims or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sub-recipient, its officers, agents or employees.
- b. AMBAG shall defend, indemnify and hold Sub-recipient, its officers, agents and employees harmless from and against any and all liability, loss, expense or claims or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AMBAG, its officers, agents or employees.

19. Noncompliance. In addition to such other remedies as provided by law, in the event of noncompliance with any grant condition or specific requirement of this Agreement, this Agreement may be terminated.

20. Termination of Agreement.

- a. Termination for Convenience. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the Agreement shall be returned to AMBAG at its option. The Sub-recipient shall return at the option of AMBAG, all equipment, software, or other materials provided to the Sub-recipient under this Agreement. If this Agreement is terminated by AMBAG, as provided herein, the Sub-recipient shall be reimbursed for expenses incurred prior to the termination date, upon compliance with Section 6 through 8 of this Agreement.
- b. Termination for Cause. If through any cause, the Sub-recipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Sub-recipient violates any of the covenants, agreements, or stipulation of this Agreement, AMBAG shall thereupon have the right to terminate the Agreement by giving not less than ten (10) calendar days written notice to the Sub-recipient of the intent to terminate and specifying the effective date thereof. Said notice shall include a detailed description of the alleged violation and AMBAG shall provide a reasonable opportunity for the Sub-recipient to cure prior to termination. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models,

photographs, reports or other materials prepared by the Sub-recipient under this Agreement shall be provided to AMBAG. At the option of AMBAG, the Sub-recipient shall return all equipment, software, or other materials provided to the Sub-recipient under this Agreement. The Sub-recipient shall be entitled to receive compensation for all work completed in accordance with Exhibit A prior to the effective date of termination.

21. Environmental, Resource Conservation and Energy Requirements. The Sub-recipient recognizes that many Federal and State statutes imposing environmental, resource conservation, and energy requirements may apply to the Project. The Sub-recipient agrees to adhere to any such Federal and State requirements.
22. Notice. Any notice or notices required or permitted to be given pursuant to this agreement 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:

Maura Twomey
Executive Director
Association of Monterey Bay Area Governments
445 Reservation Road, Ste. G
Marina, CA 93933

Title:
Sub-recipient Agency Name:
Address:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first herein written above:

Association of Monterey Bay
Area Governments

Sub-recipient Agency for

Executive Director

Executive Director

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

AMBAG Legal Counsel

Sub-Recipient Legal Counsel

Date: _____

Date: _____

Exhibit A - Scope of Work

Work Element:

Project Description:

Project Products:

Tasks & Deliverables:

	OWP Task No.	Tasks	Deliverables	Due Date
1. Administration	1.1	1		
2. Planning	2.1	2		
3. Data Gathering and Analysis	3.1	3		
4. Coordination	4.1	4		
5. Public Participation	5.1	5		

Exhibit B

Association of Monterey Bay Area Governments
Fiscal Year : _____ Sub-recipient Budget for FHWA PL fund
Sub-recipient:

Work Element	Project Name	AMBAG Project Manager	TAMC Project Manager	FHWA PL	Non-federal Match	Total
TOTAL						

Exhibit C

<u>Required Data</u>		
OWP Work Element Info	Current Federal Reimbursement Info (88.53%)	Current Non-federal Match Info (11.47%)
<u>1</u> Work Element Number from Approved OWP	<u>3</u> Total WE Budget (Federal Portion) without match	<u>7</u> Non-federal Cash Match
<u>2</u> Work Element Title from Approved OWP	<u>4</u> Current invoice without non-federal match (federal portion)	<u>8</u> Source of Cash (Must be non-federal funding)
	<u>5</u> Total federal funds spent to date including the current invoice but NOT including non-federal match	<u>9</u> 3rd party, In-kind, or Toll Credit Match Amount
	<u>6</u> Percent of Budget Expended YTD	<u>10</u> Source of In-kind or 3rd party Amount (Must be non-federal funding)
		<u>11</u> Total Non-federal Match by Work Element

<u>Required Data</u>		
Work Element	PL Task	Percent of Task Completed
<u>12</u> Work Element Number from Approved OWP	<u>13</u> Work accomplished this quarter	<u>14</u> Percent of tasks completed for the current quarter

Attachments should include documentation that supports costs claimed with this invoice. Supporting documentation can include but is not limited to cancelled checks, third party invoices, general ledger reports, payroll summaries, request for proposal documentation, reports from accounting system, etc.

Other supporting documentation such as timesheets, fringe benefit reports, policies or other personnel related documents must be maintained in the agencies office and made available for review if needed/requested.

Prior to agencies requesting reimbursement for indirect costs, they must provide a copy of their current Indirect Cost Allocation Plan Rate approval letter from Caltrans Audits and Investigations.

622	PL Task		
1.1			
1.2			
1.3			
641	PL Task		
1.1			
1.2			
1.3			
6262	PL Task		
1.1			
1.2			
1.3			
6710	PL Task		
1.1			
1.2			
1.3			

Agency Name

FY 2012-13 Overall Work Plan

Indirect Costs

[illegible]

Association of Monterey Bay Area Governments
Non-Federal Match Report
Sub-recipient: *Agency Name*

Project Name:				
OWP Work Element Number:				
Reporting Period:	From:		To	
FHWA PL fund expenditure:				
Non-Federal Match:				
Non-Federal fund source:				

The Association of Monterey Bay Area Governments (AMBAG) is the federally designated Metropolitan Planning Organization (MPO) for the Monterey, San Benito and Santa Cruz Counties. As an MPO, AMBAG is required to carryout the metropolitan transportation planning activities for its tri-county metropolitan planning region as required under the federal and state regulations.

AMBAG receives federal funds (FHWA PL) to carryout such activities through a continuing, cooperative, and comprehensive (3-C) planning process. AMBAG provides FHWA PL funds to the Transportation Agency for Monterey County (TAMC) to carryout metropolitan transportation planning activities through a Continuing Cooperative Agreement (CCA).

One condition of receipt and use of the FHWA PL funds is to demonstrate 11.47% non-federal match. The matching may be in the form of non-federal cash or services and must be properly documented by work element.

In accordance with Federal and State requirements, TAMC agrees to the following:

- Assurance that non-reimbursed dollars are not already being used as a cost sharing or matching requirement by another Federal grant. [49 CFR Part 18.24(b)(1)].
- Assurance that the authorized non-reimbursed dollars are assignable to the associated time periods and the cost objectives listed [49 CFR Part 18.24(a)(2) and 2 CFR Part 225, Appendix A (3)(a)].
- Assurance that records have been maintained which support the non-reimbursed dollars. [49 CFR Part 18.24(b)(6) and Caltrans Regional Planning Handbook. Section 3.06].
- Assurance the non-reimbursed dollars are allowable costs under the associated federal/state funding program. [49 CFR Part 18.24(b)(7)(i) and 2 CFR Part 225, Appendix A (3)(a)].

TAMC certifies, by signing below, that during the ----- monthly/quarterly of fiscal year -----, TAMC expended -----as identified on the attached spreadsheet, of non-reimbursed, non-federal match as required for the FHWA PL funds. TAMC has documented and retained records to substantiate the non-reimbursed, non-federal match as included in this invoice.

Signature	Date:
Print Name	Title