

SACOG 2024 Compliance Report Title VI of the Civil Rights Act of 1964

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Table of Contents

Introduction.....	1
Section A. SACOG Description.....	1
Section B. General Reporting Requirements.....	6
Section C. Subrecipient Agreements and Monitoring.....	17
Section D. Program-Specific Reporting Requirements.....	19

Tables & Figures

Table 1 – SACOG Oversight & Monitoring.....	4
Table 2 – Minority Populations in the SACOG Region, 2000-2021.....	20
Figure 1 – Areas for Environmental Justice Analysis.....	22
Table 3 – Demographic Information for EJ vs. Non-EJ Areas.....	23

APPENDICES

Appendix A – SACOG Title VI Public Notice and Complaint Procedure
Appendix B – SACOG LEP Plan
Appendix C – Examples of Beneficiary Notifications
Appendix D – SACOG Public Participation Plan, 2021
Appendix E – MTP/SCS Chapter 2: What is the MTP/SCS?
Appendix F – Subrecipient Agreements and Monitoring
Appendix G - MTP/SCS Appendix on Equity Analysis
Appendix H – Demographics of Transit Related Non-Elected Committees
Appendix I – Title VI Document Tracking

Introduction

This report provides information and analysis on compliance by the Sacramento Area Council of Governments (SACOG) with Title VI of the 1964 Civil Rights Act regarding nondiscriminatory delivery of services and benefits under federally funded programs or activities. This was prepared by SACOG consistent with Federal Transit Administration (FTA) Circular 4702.1B, dated October 1, 2012 (the Circular).

Section A provides a description of SACOG and the Sacramento region. Section B complies with FTA's general reporting requirements, and Sections C and D address program-specific requirements. The appendices provide additional information.

Section A. SACOG Description

The Sacramento Area Council of Governments (SACOG) is an association of local governments in the six-county Sacramento Region. Its members include the counties of El Dorado, Placer, Sacramento, Sutter, Yolo and Yuba and 22 cities within those counties. SACOG's boundaries do not include the eastern (Tahoe) portion of El Dorado or Placer counties.

SACOG provides transportation planning and funding for the region and serves as a forum for the study and resolution of regional issues. In addition to preparing the region's long-range transportation plan, SACOG assists in funding and planning for transit, pedestrian, and bicycle networks, roadways, transportation pilots and innovations, Intelligent Transportation Systems, clean air, and airport land uses. SACOG also develops and approves a state-required Regional Housing Needs Allocation (RHNA) for the six-county region that establishes the total number of affordable housing units that each city and county must plan for within an eight-year planning period.

SACOG's Board of Directors is comprised of county supervisors and city councilmembers, appointed by the 28 member jurisdictions. The Director of Caltrans District 3 serves as an ex-officio member. The SACOG Board meets once a month (excluding July) at SACOG's office in downtown Sacramento and occasionally holds its meetings at locations around the region. There are also three standing committees of the Board – Transportation, Land Use and Natural Resources, and Policy and Innovation – that generally meet monthly. Board members serve multi-year terms and may be reappointed. The chair and vice-chair, elected by voting members of SACOG, serve one-year terms.

SACOG functions as both the state-designated regional transportation planning agency (RTPA) for the four-county region, which includes Sutter, Yuba, Yolo and Sacramento counties, and the six-county region's metropolitan planning organization (MPO) for federal purposes. As such, it is responsible for regularly updating the Regional Transportation Plan – called the Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) in the SACOG region. The development of the Sustainable Communities Strategy (SCS) as part of the MTP process is required by California State Senate Bill 375 (SB 375). SACOG is currently in the process of

updating the MTP/SCS, called the “Blueprint,” with an extended planning period to 2050 that is expected to be completed in 2025.

In November 2023 SACOG completed a minor update to the MTP/SCS plan endorsed by the SACOG Board of Directors in November of 2019 extending the plan period until 2044. To ensure consistency with federal requirements, the 2023 plan update makes minor changes to the underlying projects and revenue assumptions to ensure the regional plan continues to be based on the latest planning assumptions and covers a 20-year period. The State of California approved legislation that became effective in January 2024 to extend the schedule of an MTP/SCS major plan update from Spring 2024 to Fall 2025 and keep the current SCS in compliance with state law for an additional two years.

SACOG’s most recent major plan update the 2020 MTP/SCS was adopted in November 2019. The MTP/SCS seeks to help support implementation of the region’s Blueprint growth vision. It focuses on a more compact growth pattern, improving the safety and maintenance of roadways, investing in new options for people to walk, bike and take transit, preserving agricultural land and productivity, and connecting transportation planning with land use planning to reduce greenhouse gas emissions and ensure public dollars are used efficiently.

The 2020 MTP/SCS major update extended the plan period until 2040 with the more recent 2023 minor update extending the plan period to 2044. SACOG did not project significantly different growth in the region. The 2020 Plan made shifts in the location of expected housing and employment growth and in the transportation project list. A major emphasis in the update was on opportunities to shift dollars to asset management, maintenance and rehabilitation to keep the existing transit and roadway system in a state of good repair. A key effort by staff was to conduct a project phasing analysis. This analysis looked at the performance of existing road and highway segments to determine when proposed capacity projects would have significant enough projected usage to warrant investment. This allowed the delay or later phasing of some proposed projects or project segments to free up funds for the “fix-it first” emphasis in the plan.

The MTP/SCS planned for \$40 billion in funding dedicated to the following categories:

Maintenance and Rehabilitation	\$11.7 billion	29%
Transit Operations and Maintenance	\$6.8 billion	17%
Transit Capital	\$5.7 billion	14%
Road and Highway Capacity	\$11.1 billion	27%
Bicycle/Pedestrian Improvements	\$1.5 billion	4%
System Management, Operations and ITS	\$3.5 billion	8%
Programs and Planning	\$582.8 million	1%

State and federal laws have given SACOG and other RTPAs/MPOs an increasingly important role in regional planning and transportation funding. The Intermodal Surface Transportation Efficiency Act (ISTEA) and subsequent federal transportation reauthorization measures empowered MPOs like SACOG to determine the mix of transportation projects best suited to meet their regions’ needs. State legislation passed in 1997 gave SACOG and other regional

transportation planning agencies increased decision-making authority over the selection of state highway projects and the allocation of transit expansion funds for the State Transportation Improvement Program (STIP). SACOG also administers state funds, including those provided by the Transportation Development Act (TDA). SB 375, passed in 2008, requires SACOG and other MPOs to more closely link their transportation planning with regional land use, housing, and climate change planning. SB 125, passed in 2023 as part of the California State Budget Act, requires RTPAs like SACOG to distribute one-time Transit and Intercity Rail Capital Program (TIRCP) and Zero-Emission Transit Capital Program (ZETCP) funds over the next four years to eligible transit operators. The SB 125 funds are distributed to the RTPA pursuant to a population-based formula and another formula based on transit operator revenues. The funds can be used for high-priority transit capital projects that increase ridership and reduce greenhouse gases, transit operating expenses that prevent services cuts and increase ridership, for zero-emission transit equipment, and to fund transit operating expenditures that prevent service reduction or elimination to maintain or increase ridership.

As the MPO, SACOG has a varying level of administrative oversight and programming responsibilities for FTA funds that flow to the Sacramento region. SACOG's role includes:

- Biennial programming of FTA 5307 and 5339 grant funds.
- Letters of concurrence for FTA 5307 and 5339 grant funds, confirming the inclusion of the proposed project in SACOG's MTIP/FTIP with the stated description and funding amounts.
- Programming of Sacramento Urbanized Area FTA 5310 grants, using the Caltrans project review criteria to award funds. Caltrans continues to administer these grants with FTA.
- Input on FTA 5311 grants provided to Caltrans. SACOG produces a program of projects allowing qualifying transit agencies to apply for 5311 funds.
- Direct control over the region's Surface Transportation Block Grant (STBG), and Congestion Management and Air Quality (CMAQ), and Carbon Reduction Program (CRP) funds, which are awarded to projects every few years, as well as providing ongoing support to some programs led by SACOG and other public agencies.
- Receipt of Federal Highway Administration Section 5303 funds that are passed through to SACOG by Caltrans as part of the planning funds used for MPOs. This is based on federal requirements for MPOs found in CFR 49 that include the requirement for Certification review of SACOG conducted every four years by FTA and FHWA.

Table 1 summarizes SACOG's role concerning these funding sources. The funding amounts shown are for Federal Fiscal Year (FFY) 2020 to FFY 2023.¹

¹ The federal fiscal year (FFY) is October through September; SACOG's fiscal year (FY) is July to June.

**Table 1: SACOG Oversight and Monitoring
Federal Transit Funds
for which:**

SACOG is the Designated Recipient	Designated Recipient(s)	Subrecipients	FFY2020	FFY2021	FFY2022	FFY2023
CMAQ Public Transit Related Work	SACOG	11 Agencies	\$2,598,142	\$738,317	\$10,384,000	\$5,399,000
Transit Operator is the Designated Recipient			FFY2020	2021	FFY2022	FFY2023
FTA 5309 (a) - Rail and Fixed Guideway Modernization	SRTD	None				
FTA 5309 (b) – New and Small Rail Starts	SRTD	None				
FTA 5309 – Fixed Guideway Capital Investment	SRTD	None				
FTA 5307 - Urbanized Area Formula Program	SRTD	Several Transit Operators	\$27,435,211	\$27,265,176	\$34,922,799	\$35,459,205
FTA 5339 – Bus and Bus Facilities	SRTD	Several Transit Operators	\$2,572,898	\$2,367,797	\$2,272,050	\$2,392,163
FTA 5307 – CARES Act	SRTD	Several Transit Operators	\$112,136,861			
FTA 5307 – CRRSAA	SRTD	Several Transit Operators		\$42,862,700		
FTA 5307 - ARPA	SRTD	Several Transit Operators		\$117,799,667		

State is Designated Recipient			FFY2020	FFY2021	FFY2022	FFY2023
FTA 5307 – Small Urbanized Area Formula Program Yuba City-Marysville, Woodland and Davis	Caltrans	3 Transit Operators	\$7,917,291	\$7,929,546	\$11,672,764	\$11,909,387
FTA 5307 – Small Urbanized Area – CARES Act Yuba City-Marysville, Woodland and Davis	Caltrans	3 Transit Operators	\$22,370,529			
FTA 5307 – Small Urbanized Area - ARPA Yuba City-Marysville, Woodland and Davis	Caltrans	3 Transit Operators		\$2,444,637		
FTA 5311 (b) - Rural Transit Assistance Program*	Transit Operators	None - Completed through the State	\$660,129	\$993,289	\$1,094,911	\$1,116,809
FTA 5311 (b) - Rural Transit Assistance Program – CARES Act	Transit Operators	None - Completed through the State	\$1,630,029			
FTA 5311 (b) - Rural Transit Assistance Program - CRRSAA	Transit Operators	None - Completed through the State		\$2,226,671		

*Actual amounts of funds programmed. Carryover funds used in some years.

State is Designated Recipient			FFY2020	FFY2021	FFY2022	FFY2023
FTA 5310 Elderly and Disabled Specialized Transit Program (SACOG area small urban/rural and Sacramento UZA)**	Transit Operators, Non-Profit and Human Service Transportation Providers	None- Completed through the State		\$2,567,602**		\$4,776,223**
FTA 5339 – Small Urbanized Area Formula Program Bus and Bus Facilities – Yuba City-Marysville, Woodland, and Davis	Caltrans	3 Transit Operators	\$715,532	\$659,494	\$634,927	\$654,151

**Funding in FFY 2021 combined FFYs 2020 & 2021 and funding in FFY 2023 combined FFYs 2022 & 2023.

Section B. General Reporting Requirements

FTA Circular 4702.1B provides instructions for the completion of this Title VI Program Update as they apply to SACOG in its role as an MPO. The reporting period covered in this document is Fiscal Years (FY) 2020/21 to 2023/24. This Title VI program will be effective August 1, 2024 - July 31, 2027.

The following requirements are imposed on all FTA recipients and subrecipients to ensure that their programs, policies and activities comply with the Department of Transportation (DOT) Title VI regulations.

1. Requirement to Provide an Annual Title VI Certification and Assurance

The annual Title VI Certification and Assurances were provided to the FTA via an update in the FTA's web-based Grants Management System (TrAMS). The SACOG certifications and assurances, signed by SACOG's Executive Director and General Counsel, were last updated on March 11, 2024.

SACOG staff have also reviewed the latest Title VI triennial reports of transit operators who are required to submit them, maintains a list of when the next updates are due, and has asked transit operators to insure SACOG is provided a copy of any draft Title VI updates prior to finalization.

2. Requirement to Develop Title VI Complaint Procedures and Post Public Notice

SACOG has developed a Title VI complaint procedure, consistent with the FTA Circular, for addressing Title VI complaints filed with the agency. The complaint procedure is posted on SACOG's website at <https://www.sacog.org/news-updates/title-vi-lep>, which provides information in English, Spanish and Chinese.

SACOG has posted a public notice informing the public of the protections against discrimination afforded to them under Title VI in the office lobby. The information shown on the public notice can also be found at <https://www.sacog.org/news-updates/title-vi-lep>.

SACOG's Title VI Public Notice, Complaint Procedures, and associated forms are attached in Appendix A.

3. Requirement to Record Title VI Investigations, Complaints, and Lawsuits

There have been no Title VI investigations, complaints or lawsuits against SACOG during the reporting period.

4. Requirement to Provide Meaningful Access to LEP Persons

Presidential Executive Order 13166 requires federal agencies to implement measures to ensure that people who speak limited English have meaningful access to federally conducted and

federally funded programs and activities, consistent with Title VI of the Civil Rights Act of 1964. Both the U.S. DOT and FTA have implemented guidance or directives in furtherance of Executive Order 13166. In compliance with these directives, SACOG is committed to taking reasonable steps to ensure that all persons have meaningful access to its programs, services, and information, at no additional cost to individuals making the requests.

SACOG has adopted a Plan for Special Language Services to Limited English Proficient (LEP) Populations. It documents the various measures SACOG uses to assist persons with limited proficiency in English. To develop the LEP Plan, SACOG utilized the U.S. Department of Transportation's four-factor LEP analysis, which considers the following:

1. The number and proportion of LEP persons served or encountered in the eligible service population;
2. The frequency with which LEP persons come in contact with SACOG programs, activities or services;
3. The importance to LEP Persons of SACOG's programs, activities and services; and
4. The resources available to SACOG and overall cost to provide LEP assistance.

Based on the "Determination of Need" outlined in the Plan, SACOG identified Spanish as the most prevalent non-English language in the region, and the one into which SACOG will translate key materials, including transportation information, Title VI information, and certain publicity and outreach materials. While other languages have not been identified in the "determination of need," SACOG will make efforts to provide materials in other languages to encourage community participation and engagement, specifically regarding public outreach efforts for projects and programs. SACOG will collaborate with agency partners and community-based organizations to determine additional needed languages for specific projects likely to impact non-English community members. SACOG will be updating the Public Participation Plan in 2024 and plans to include further proactive steps in regards to language access.

SACOG will also continue to offer interpretation and translation assistance as described in the LEP Plan for Unmet Transit Needs hearings, MTP/SCS – "Blueprint" input opportunities, and other major decision-making processes, and will tailor public participation activities to reflect the unique LEP population(s) in each county in the SACOG region. For the MTP/SCS, partnerships will continue to be sought with community groups who can assist SACOG in strengthening opportunities to meet language needs and gain the input of local LEP residents. SACOG's full LEP Plan is attached as Appendix B.

5. Requirement to Notify Beneficiaries of Protection under Title VI

The requirement to notify beneficiaries of protection under Title VI includes:

- a. A statement that SACOG is committed to ensuring that no person is excluded from participation in, denied the benefits of, or discriminated against under its projects, programs or activities on the basis of race, color, creed, national origin, sex or age, as provided in Title VI of the Civil Rights Act and 49 United States Code Section 5332;

- b. A description of the procedures that members of the public should follow to request additional information on SACOG's nondiscrimination obligations; and
- c. A description of the procedures that members of the public should follow to file a discrimination complaint.

The SACOG Board has adopted the following non-discrimination policy:

It is SACOG's policy to comply with state and federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other federal discrimination laws and regulations, as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act, and other California State discrimination laws and regulations. SACOG does not discriminate on the basis of race, color, sex, creed, religion, national origin, age, marital status, ancestry, medical condition, disability, sexual orientation or gender identity in conducting its business. SACOG prohibits discrimination by its employees, contractors and consultants.

This policy is made known through the SACOG website, SACOG office posting, SACOG's personnel rules, Requests for Proposals, contracts, employment notices, and Public Participation Plan.

As required by Chapter III of the FTA Circular, SACOG has a Title VI complaint procedure that describes the process for addressing Title VI complaints and is consistent with FTA guidelines found in the Circular. The complaint procedure and complaint forms are posted on SACOG's website in English, Spanish and Chinese: <https://www.sacog.org/news-updates/title-vi-lep> and included in Appendix A. Persons who believe they have been subjected to discrimination or have been denied access to services or accommodations required by law, have the right to use this complaint procedure.

The responsibility for the implementation of the discrimination complaint procedures is assigned to SACOG's Title VI Coordinator. The complaint procedure has five steps: 1) written complaint within 60 days of the date of the alleged discrimination; 2) review and written response by SACOG; 3) request for reconsideration and SACOG response; 4) request for appeal and SACOG response; and 5) complaint submission to FTA. The address for mailing Title VI complaints to FTA is included on SACOG's website. Chapter IX of the FTA Circular 4702.1B, which outlines the complaint process to the Federal Transit Administration, may be obtained by requesting a copy from SACOG's Title VI Coordinator at 916-321-9000.

SACOG also incorporates notice of the availability of language assistance into its existing outreach materials for public workshops on key planning efforts that alert interested individuals on how to request translation services. See Appendix C, *Sample Beneficiary Notifications*, for a sampling of SACOG's written notices and website information.

6. Requirement to Provide Additional Information upon Request

SACOG will comply with any requests made by FTA to investigate complaints of discrimination or to resolve concerns about possible noncompliance with Title VI.

7. Requirement to Prepare and Submit a Title VI Program

The following required information is discussed above:

- Information regarding SACOG's multi-lingual program,
- Title VI complaint procedures,
- Title VI investigations/complaints/lawsuits, and
- Instructions to the public regarding how to file a complaint.

Chapter III of the Circular also requires submission of the following:

- A summary of public outreach and involvement activities undertaken since the last submission and a description of steps taken to ensure that minority and low-income people had meaningful access to these activities.

During the reporting period, SACOG has continued to expand its outreach and involvement efforts. These are summarized below:

Metropolitan Transportation Plan/Sustainable Communities Strategy

SACOG has been committed for many years to strengthening its community engagement to seek out and consider the viewpoints of community stakeholders, including minority, low-income, and LEP populations, especially in the course of developing the MTP/SCS, SACOG's core activity. The agency's public participation strategy (Public Participation Plan: <https://www.sacog.org/about/get-involved/public-participation>) offers early and ongoing opportunities for the public to be involved in the identification of transportation needs, priorities, performance measures, and preferences among potential mixes of transportation projects and funding allocations through a variety of mechanisms.

SACOG's Board adopted the 2023 MTP/SCS a minor update to the MTP/SCS plan endorsed by the SACOG Board of Directors in November of 2019 extending the plan period until 2044.

MTP/SCS Appendix G:

<https://www.sacog.org/home/showpublisheddocument/1804/638376412213770000> details the specific measures taken by SACOG to broadly involve the public in developing the plan update. SACOG used numerous strategies to obtain input, including: development of a cross-sectoral Sounding Board; public open houses/workshops at popular existing community gatherings, such as food truck events, farmer's markets, and art fairs; on-line surveys; outreach and descriptive materials and surveys in Spanish; and a transparent Board process open to the public. The current effort for outreach and engagement for the 2025 "Blueprint" can be found here: <https://www.sacog.org/planning/blueprint/2025-blueprint/2025-blueprint-land-use/2025-blueprint-transportation/2025-blueprint-outreach-and-engagement>.

SACOG recruited a diversity of stakeholders for the Sounding Board to help guide the 2020 MTP/SCS process, representing:

- affordable housing
- equity, public health and human services
- community-based organizations
- agriculture
- land development
- economic and community development
- seniors and aging populations
- environmental advocates
- transportation advocates
- disability advocates

Significant outcomes from the quarterly meetings of the Sounding Board included stakeholder input on priority performance metrics for developing the 2020 MTP/SCS, feedback on the land use forecast methodology, scenario development, environmental justice areas, draft preferred scenario, and content and approach for public workshops.

To develop the 2020 MTP/SCS, SACOG also conducted public workshops throughout the region, as required by SB 375, to educate the public and seek feedback on their priorities for transportation and the 2020 MTP/SCS. With the implementation focus of this update, SACOG staff developed workshop content and an active participation format that would engage informed stakeholders and also expand outreach to new stakeholders. Staff developed open-house format workshops conducting most workshops at popular existing community gatherings, such as food truck events, farmer's markets, art fairs, etc.

Additionally, staff developed online modules of the workshop materials and survey, in Spanish and English, to increase opportunities for residents not able to attend a workshop in person to participate.

A summary of the workshop participation and demographics is described in the Communications and Outreach Appendix (MTP/SCS Appendix G) available below and on the project's webpage (<https://www.sacog.org/home/showpublisheddocument/1804/638376412213770000>).

SACOG's PPP ([Appendix D](#)) also outlines strategies used for public involvement in the Metropolitan Transportation Improvement Program (MTIP), which shows the schedule, scope and funding of intended transportation improvements that reflect transportation decisions in the MTP/SCS. SACOG seeks to keep every programming round open and transparent to provide public access to the process, including through notices, policy and technical information, committee meetings, the SACOG website, opportunities to comment, and individual responses to comments. SACOG works to provide ongoing communications and engagement in various processes to the four federally recognized Native American Indian tribal governments in the region. SACOG last updated the PPP, which was approved and adopted by the SACOG Board October 21, 2021. SACOG will be updating the PPP later in 2024.

MTP/SCS 2018 Workshop Comparison Demographics

County	2018 Surveys Completed	2014 Surveys Completed
Yolo County	93	87
Sutter County	36	26
Yuba County	50	24
Sacramento County	586	288
Placer County	94	19
El Dorado County	38	22
No County Identified	236	N/A
Total Responses	1130	653

Gender	2018 Survey Results	2016 Regional Census ACS	2021 5yr Regional Census ACS
Female	59.7%	51%	51%
Male	36.2%	49%	49%
Gender non-binary	0.8%	Not Available	Not Available
Decline to State	3.3%	Not Applicable	Not Applicable

Age	2018 Survey Results	2016 Regional Census ACS	2021 5yr Regional Census ACS
15 to 24	7%	14%	13%
25 to 34	19%	14%	14%
35 to 54	39%	26%	26%
55 to 64	19%	12%	13%
65+	15%	14%	15%
Decline to state	21%	Not Applicable	Not Applicable

Race/Ethnicity	2018 Survey Results	2016 Regional Census ACS	2021 5yr Regional Census ACS
African American	1.7%	6%	6%
Asian/NHPI	6.1%	12%	14%
Hispanic/Latino	9%	22%	23%
Caucasian	61.5%	54%	50%
Multiple	6%	6%	5%
Other	2.6%	0%	2%
Decline to state	13.1%	Not Applicable	Not Applicable

Household Income	2018 Survey Results	2016 Regional Census ACS	2021 5yr Regional Census ACS
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Less than \$15,000	5.3%	11%	8%
\$15,000 - \$24,999	4.5%	9%	6%
\$25,000 - \$34,999	3.9%	9%	8%
\$35,000 - \$49,999	8.9%	12%	10%
\$50,000 - \$74,999	16.4%	18%	16%
\$75,000 - \$99,999	12.4%	13%	13%
\$100,000 - \$199,999	29.5%	22%	28%
More than \$200,000	6.8%	6%	11%
Decline to state	12.3%	Not Applicable	Not Applicable

Unmet Transit Needs

As noted in the LEP Plan ([Appendix B](#)), SACOG publicizes annual Unmet Transit Needs hearings for Sacramento, Sutter, Yolo, and Yuba counties in both English and Spanish. SACOG sends press releases to and purchases advertisements publicizing the hearings in non-English language newspapers, when available. For the most recent Unmet Transit Needs hearings and events held for Sacramento, Sutter, Yolo and Yuba counties in October and November of 2023, the availability of Spanish interpretation was specifically publicized; interpretation, translation, and sign-language services are always offered on request. These services have been utilized by some participants, including sign language interpretation contracted through NorCal Services for Deaf and Hard of Hearing, Inc. A majority of Unmet Transit Needs events are held in person at community events and public hearings at accessible locations. A remote Unmet Transit Needs public hearing is also held and access for all potential participants is maintained by offering both online access, access via telephone, and Spanish language interpretation. When in person hearings are held staff ensure that all locations are accessible to persons with disabilities, and publicity materials include information on transit routes to reach each hearing location. SACOG also seeks to facilitate transportation for those without transit access who cannot otherwise attend. Samples of SACOG publicity materials are included in Appendix C.

Transportation Information

SACOG as a practice selects public hearing and community workshop locations that are accessible to those who rely on transit and/or have disabilities. As described in more detail in the LEP Plan ([Appendix B](#)), SACOG provides key transportation information in languages other than English on its 511 website, www.sacregion511.org, through automated browser language identification, as well as by the 511 phone line in Spanish. SACOG also makes its website accessible to those who are blind or visually impaired. SACOG website users can use Google Translate tools: <https://translate.google.com/?sl=auto&tl=en&op=docs> to translate both language on the agency's website and many of the text based documents posted there into a variety of languages. Our vendor has provided the ability to allow Google translate to work on the HTML agendas on the SACOG website. SACOG also plans to add a translate page to the agency website that contains specific instructions in multiple languages on how to change the browser language to match user preference.

MTP/SCS Implementation Activities and Studies

SACOG is also engaged in a variety of activities to help implement the 2020 MTP/SCS and continue to enhance our understanding and capacity for addressing transportation and equity

issues. The following is a summary of the many projects SACOG is engaged in as part of these efforts:

Enhanced Transportation Access/Connectivity

Older Adult Transportation and Age-Friendly Communities: Funded through a Caltrans discretionary planning grant, this regional study examined aging in the SACOG region, and models for improving transportation services and supports to keep older adults as independent and healthy as possible as they age.

Filling the Gap – Volunteer Transportation Program: SACOG received a Caltrans Transportation Planning Grant to assess opportunities for alternatives and improvements to existing public transportation services for seniors, persons with disabilities, and low-income residents in more rural communities in El Dorado, Sutter, and Yuba Counties, where fixed-route and demand response transit may be more limited, and service is costly to provide.

Use of volunteers is one way to expand community transportation options. The Sacramento area has a number of volunteer transportation programs, but programs are not widespread across the region. To help and encourage more communities to consider developing volunteer transportation programs to fill the gap, the Volunteer Transportation Programs guide synthesizes a range of information on volunteer transportation programs.

Civic Lab/Innovative Mobility/Mode Shift: SACOG staff developed a program, Civic Lab, for member jurisdictions and partners (e.g., transit agencies) to develop and launch transportation projects in a pilot setting to test the efficacy of new forms of mobility in the Sacramento region. Eight project teams launched 10 transportation pilot projects, beginning in 2018. Since that time SACOG launched first the Innovative Mobility Program and most recently Mode Shift to similar ends as the original Civic Lab Program. Projects funded by these programs included microtransit and on-demand solutions for low-income and senior communities, a one-stop multimodal transportation information center, micromobility projects, and other transit and active transportation complementary and supplementary projects.

Connect Card: SACOG lead the implementation of the Connect Card, which launched in June 2017. The Connect Card is a smart fare payment card that creates seamless travel across nine transit systems in the region. A retail network was developed for obtaining and reloading Connect Cards, and marketing and educational efforts in coordination with transit agencies worked to reach the largest number of existing and prospective transit users. Balance protection was also implemented to ensure riders who register their card have their fare protected in case it is lost or stolen. Daily Best Fare is available on some transit agencies and enables transit riders to never pay more than the day use fare. The Sacramento Regional Transit District is now managing the on-going operations of the Connect Card in partnership with the other transit operator members of the Connect Card Consortium.

Next Generation Transit Strategy: On October 27, 2021, the SACOG Board of Directors voted unanimously to approve the region's Next Generation Transit Strategy. By improving speed, inter-regional connections, technology, and the rider experience, the region can meet its

greenhouse gas reduction targets, reduce traffic in the region, and expand mobility for disadvantaged communities. (<https://www.sacog.org/planning/transportation/transit-strategies/next-generation-transit-study>)

This project was an opportunity to reimagine public transit for the Sacramento region: how it is delivered and how passengers are served. This collaborative effort will shape a vision of the next generation of transit for the region that includes strategies to integrate traditional transit services with new mobility options. Together with our member jurisdictions, public transit agencies, and key stakeholders, the Strategy identified goals for transportation and mobility that support the region's overarching vision for the future and identified and prioritized specific strategies for improving transit in both the near term (five years) and long term (15-20 years).

An effective regional transit system is a cornerstone to the region's 2020 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS). Increases in transit services and ridership are needed to help the region provide a transportation system that allows equitable access to all and meet its state-mandated target greenhouse gas (GHG) reduction targets by 2040.

Regional Transit Network Study: The Regional Transit Network is a collaborative effort between SACOG, transit operators, planning agencies, and community stakeholders to improve the region's public transportation services. (<https://www.sacog.org/planning/transportation/public-transportation/regional-transit-network-study>)

The Regional Transit Network is not meant to be a redesign of the whole network; it is meant to complement and improve existing transit services. Using data and input from transit operators and community members, the Regional Transit Network will provide a plan to address challenges and get people back on transit and where they need to go. Work is currently underway to complete this plan, which will provide a map of key connections, defined service types, and prioritized infrastructure improvements to be included in the 2025 "Blueprint" – MTP/SCS effort that is currently underway.

Active Transportation

Sacramento Region Trail Network Action Plan: The SACOG Board of Directors approved the prioritization and implementation strategy of the Sacramento Region Trail Network Action Plan on August 18, 2022 - <https://www.sacog.org/planning/transportation/active-transportation/sacramento-regional-trail-network>. <https://www.sacog.org/planning/transportation/active-transportation/sacramento-regional-trail-network>. The vision of the Plan is that connected trails create potential. The potential to change a car trip to a bike trip by increasing safe active transportation connections. The potential to develop and support the local economy by enabling young adults to stay in their community and create entrepreneurial or other job opportunities. Potential through designing a more inclusive economy that addresses racial and income-based disparities. The potential to improve mental and physical health through increased access to green space and creating safer

transportation connections. The potential to support increased quality of life by creating the connections that define our region. To achieve this potential, there is a need to coordinate across boundaries and identify a unifying vision for the SACOG region. To consciously design how the region connects and grows, the trail network aims to benefit the 2.4 million people that call the SACOG region home, and to serve future generations.

SACOG also developed and biennially maintains GIS information about existing and planned active transportation facilities throughout the region. This information is the starting point for analyses and other planning efforts that discuss access to safe, comfortable biking facilities.

Bicycling and Walking Data Collection Project: With grant funding, SACOG developed a pilot program to increase biking and walking counts volume data by purchasing equipment to loan to partners. (<https://www.sacog.org/planning/transportation/active-transportation/bike-ped-counting-equipment>) Equipment was purchased in 2020 with equipment loans starting in 2021. The loan program prioritizes counts in locations serving disadvantaged communities and counts for state reporting requirements if/when demand for equipment loans exceeds capacity. Also, through this project, staff enhanced a larger tool used in SACOG funding decisions, the Project Performance Assessment tool - <https://www.sacog.org/planning/data-resource-center/project-performance-assessment-tool>. Staff developed enhanced data and metrics to assess the impacts of active modes projects, including access to low-income communities and communities of color. A subsequent tool update increased the granularity (and thus, relevance) of biking and walking accessibility to provide better data to discuss benefits or negative impacts of projects on disadvantaged communities.

Active Transportation Program: This regional funding program is implemented collaboratively between SACOG, El Dorado County Transportation Commission (EDCTC), and Placer County Transportation Planning Agency (PCTPA) to invest regional funds in infrastructure and non-infrastructure projects benefiting active transportation. A seven-member multidisciplinary working group—comprised of volunteers with expertise in land use planning, bike/ped planning, project engineering, first-mile/last-mile access to transit, health and equity, and the impact of transportation infrastructure on greenhouse gas emissions—evaluates the projects for the funding program. The regional funding program will ensure a minimum of 40% of available ATP funds are dedicated to projects and programs benefiting disadvantaged community residents (in 2023 \$6,920,000 of the available \$17.3 million), with a SACOG identifying a regional target investment level of 60% of investment in projects providing a meaningful benefit in disadvantaged communities.

Technical Advisory Committees and Community Partnerships

Race, Equity and Inclusion Working Group

Through the SACOG Board working group on race, equity and inclusion, SACOG has committed to looking at the ways that these issues intersect in the work SACOG does. In October 2022 the SACOG Board adopted the Racial Equity Action Plan (REAP). (<https://www.sacog.org/planning/major-initiatives/rei-initiative-242>)

The goals and objectives in the REAP establish initial priorities for what SACOG can do to implement the [statement of change and commitment](#) which the board adopted in February 2022. The board is responsible for adopting the goals and objectives of this plan. The Race, Equity, Inclusion Working Group will oversee implementation of the plan and make recommendations to the SACOG board, based on review of plan progress reports, of any changes to the plan to increase its effectiveness.

SACOG's executive director and management team are responsible for implementing this plan. The objectives of this plan are designed with a cycle of planning, implementation, and evaluation. As staff carry out the objectives, there may be the need to revisit goals, objectives, and actions. Changes to implementing actions will be made through consultation with the lead staff for that action and the management team. At least quarterly, SACOG's management team will take an agency-wide look at this plan: what resources are needed to carry out the identified actions, how it interacts with other planned work, and whether changes are needed based on evaluation. These internal assessments will feed into information shared with the board. As needed, staff will propose to the board modifying goals and objectives.

Operations Goals

- **Operations Goal 1:** Establish an inclusive workplace where all current and future employees feel they belong.
- **Operations Goal 2:** Identify, attract, invest in, and retain a workforce that reflects the diversity of the Sacramento region by providing equitable access to opportunities.
- **Operations Goal 3:** Reduce barriers to SACOG procurement and contracting process to create more opportunity for Black, Indigenous, Asian, Pacific Islander, Hispanic/Latino, and communities of color, along with low-income rural, urban, and other underrepresented communities.

Programs Goals

- **Programs Goal 1:** Increase engagement with community representatives of Black, Indigenous, Asian, Pacific Islander, Hispanic/Latino, and communities of color, along with low-income rural, urban, and other underrepresented communities to help shape SACOG's projects and programs.
- **Programs Goal 2:** Increase funding for programs and projects that prioritize REI and/or specifically engage underrepresented and underserved communities in the SACOG region.
- **Programs Goal 3:** SACOG supports and learns from member and local partner agencies incorporating racial equity best practices into their planning work.

Board Practices Goals

- **Board Practices Goal 1:** The SACOG board deepens its understanding of how race/ethnicity, income, and geography (rural/urban) affects the social outcomes of communities throughout the Sacramento region.

- **Board Practices Goal 2:** The SACOG board includes racial equity impacts in its triple bottom line decisions.
- **Board Practices Goal 3:** The Board maintains consistent engagement with racial equity action plan implementation process.

SACOG staff are often invited to participate in advisory committees for efforts seeking to improve neighborhoods and transportation options. Recent examples include participating in advisory groups for:

- Choice Neighborhood planning projects to revitalize three older public housing developments in Sacramento.
- Projects to redesign North 12th Street and design a new light rail station by Twin Rivers, a Choice Neighborhood site.
- A complete streets planning effort for the Broadway corridor, which borders another Choice Neighborhood area.
- Grid 3.0, a study to facilitate vehicle travel, transit, biking and walking in downtown Sacramento.
- Efforts in South Sacramento to assess community and transportation needs and the potential for new shuttles. Supported the local transit agency this effort brought on-demand microtransit to the Franklin Blvd. area of South Sacramento.
- Supporting the local transit agency in exploring bus and light rail shelter improvements to the South Sacramento area.
- Working with the Healthy Sacramento Coalition to target community outreach to encourage active transportation.
- Participated on the City of Sacramento Age-Friendly Community Action Plan stakeholder working group to explore ways to improve the City's need to plan supportive communities for an aging population, the City of Sacramento's Age-Friendly Community Action Plan represents a commitment on the part of the City to improve the quality of life for older Sacramentans. The Action Plan focuses on the specific needs of older adults and includes goals and short-term actions to meet these needs.

SACOG is also in the process of implementing the Engage, Empower, Implement program. Engage, Empower, Implement (EEI) is a new funding program that will establish and fund community-based outreach and engagement projects throughout that six-county SACOG region. Community-based organizations (CBOs) and SACOG member jurisdictions will partner to plan and implement these projects in their local communities with assistance from the EEI process, technical resources, and tools. In November 2023 the SACOG Board adopted the Final EEI Program Framework (<https://www.sacog.org/funding/regional-funding-programs/engage-empower-implement>).

The current phase of EEI is focused on developing funding program guidelines for community-based planning projects, with an emphasis on creating opportunities for collaboration between CBOs and cities/counties in the greater Sacramento region. The program is centered on working in systemically oppressed and marginalized communities that have largely been left out of

traditional planning processes including but not limited to Black, Indigenous, Asian and Pacific Islander, Hispanic/Latinx and other communities of color, low-income communities, youth, seniors, LGBTQ+ and other marginalized groups.

Section C. Subrecipient Agreements and Monitoring

Subrecipient Agreements and Monitoring

FTA subrecipients to SACOG are required to enter into agreements with SACOG for projects where SACOG partners with or passes through funds. Recipients must comply with all pertinent federal requirements, including but not limited to Title VI, and provide quarterly reporting of project progress and performance. Chapter VI of the Circular requires MPOs administering grants to assist subrecipients in complying with the general reporting requirements in Chapter III of 4702.1B, and to monitor subrecipients for compliance with Title VI, documenting their processes for ensuring that all subrecipients are complying with the general reporting requirements of the Circular and, at the request of FTA, requesting subrecipients to verify that their level and quality of service is provided on an equitable basis.

SACOG includes the following language in all contracts with subrecipients of FTA programs:

Subrecipient and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, et seq., with U.S. D.O.T. regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act”, 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

SACOG reviews Title VI reports of all transit operators who receive FTA funds. SACOG reviews the FTA TrAMS system to track when Title VI program updates are due from all transit operators who are required to submit them and offers to review draft reports prior to their completion by the transit agencies and their submission to FTA.

Subrecipient Assistance

SACOG has fulfilled several requests from subrecipients for assistance with Title VI requirements, including data and examples of Title VI reporting. SACOG’s own Title VI complaint procedures are posted on the SACOG website. Demographic information for the SACOG region, broken out by race and income, is on our website for subrecipients’ reference,

and assistance with demographic and LEP information has been and will continue to be supplied by SACOG's Data Resource Center staff as needed.

Other SACOG funding programs offer a variety of assistance to potential subrecipients. In each funding round SACOG devotes significant resources to meet and talk through the funding round material with any potential applicant/subrecipient during the buildup to the round and call for projects, both on an individual sponsor level and collectively (such as through webinars and group calls). In these sessions staff answer any questions potential applicants may have and provide guidance on how potential projects align with the goals and objectives of the individual programs. SACOG has offered to hold pre-application consultations for interested applicants. Staff have worked to host these sessions virtually, so sponsors still have access to these important resources. When requested, staff have also looked at draft material and indicators prior to the closure of the call for projects. Finally, staff updates the appropriate webpages with the relevant information, including timelines, application materials, webinar recordings and frequently asked questions (FAQ) resources. For more information on subrecipient assistance- and monitoring see Appendix E.

Section D. Program-Specific Reporting Requirements

This chapter provides information under the “program-specific guidance” (Chapter VI) of the FTA Circular. The FTA recommends that MPOs have an analytical basis in place for certifying their compliance with Title VI. Examples of this analysis can include: a) A demographic profile of the metropolitan area that includes identification of the locations of socio-economic groups, including low-income and minority populations as covered by the Executive Order on Environmental Justice and Title VI; b) A metropolitan planning process that identifies the needs of low-income and minority populations; and c) An analytical process that identifies the benefits and burdens of metropolitan transportation system investments for different socioeconomic groups, identifying imbalances and responding to the analyses produced.

Demographic Profile of the Sacramento Region

SACOG conducted a robust environmental justice analysis (Appendix H) as part of the 2020 MTP/SCS. SACOG also conducted a Title VI analysis of the MTP/SCS per FTA guidance. SACOG did not identify disparate impacts based on race, color or national origin.

For the analysis for the 2020 MTP/SCS, SACOG identified the locations of low-income (40% or more of people living at 200% or less of the federal poverty level) and race/ethnicity (70% or more of people are non-white and/or Hispanic) populations in the region, using 2010 Census and five-year rolling American Community Survey data. Some data included below have been updated to reflect the most recent information where available.

Table 2 Minority Population in the SACOG Region, 2000-2021

County	Total Minority Population 2000 Census	Total Minority Population 2010 Census	Total Minority Population ACS 2012-16	Total Minority Population ACS 2015-2019	Total Minority Population ACS 2017-2021
El Dorado	15%	20%	21%	22%	15%
Placer	17%	24%	26%	27%	22%
Sacramento	42%	52%	54%	55%	48%
Sutter	40%	50%	52%	54%	42%
Yolo	42%	50%	52%	53%	37%
Yuba	35%	41%	43%	45%	31%
Region	36%	44%	46%	49%	40%

Source: U.S. Census Data

SACOG staff worked with the Equity Working Group to confirm the following definitions for Environmental Justice Areas, and looked at demographics and trips in each of SACOG's member cities and counties for the MTP/SCS equity analysis:

- **Low-Income Communities:** Block Groups where 45 percent or more of the population lives at 200 percent or less of the federal poverty level, based on 2013-2017 ACS data. This uses the more specific block group geography rather than larger census tracts to assess more precisely the areas with higher concentrations of poverty.
- **Race/Ethnicity Communities:** Census Block Groups where 70 percent or more of the population is Asian Pacific Islander, African American, Hispanic, Native American or other Non-White ethnic group, using newer 2013-2017 ACS data rather than the previous 2010 Census.
- **Other Vulnerable Communities:** Block groups in the region that, when compared with the regional average, are in the top quintile on at least four of these six vulnerability measures:
 - Housing cost burden: percentage of renter- and owner-occupied housing units paying more than 50 percent of household income in housing costs.
 - Single parent households: percent of family households with their own children under age 18 with a single householder.
 - Older population: percentage of population aged 75 and older.
 - Educational attainment: percentage of population 25 years and older with less than a

high school degree.

-Linguistic isolation: percent of households where English is not the primary language and is not spoken very well.

-Concentration of households with at least one person with a disability.

Combined, the total population of the region in Environment Justice Communities was about 34 percent of the total regional population.

Figure 1: Areas for Environmental Justice Analysis

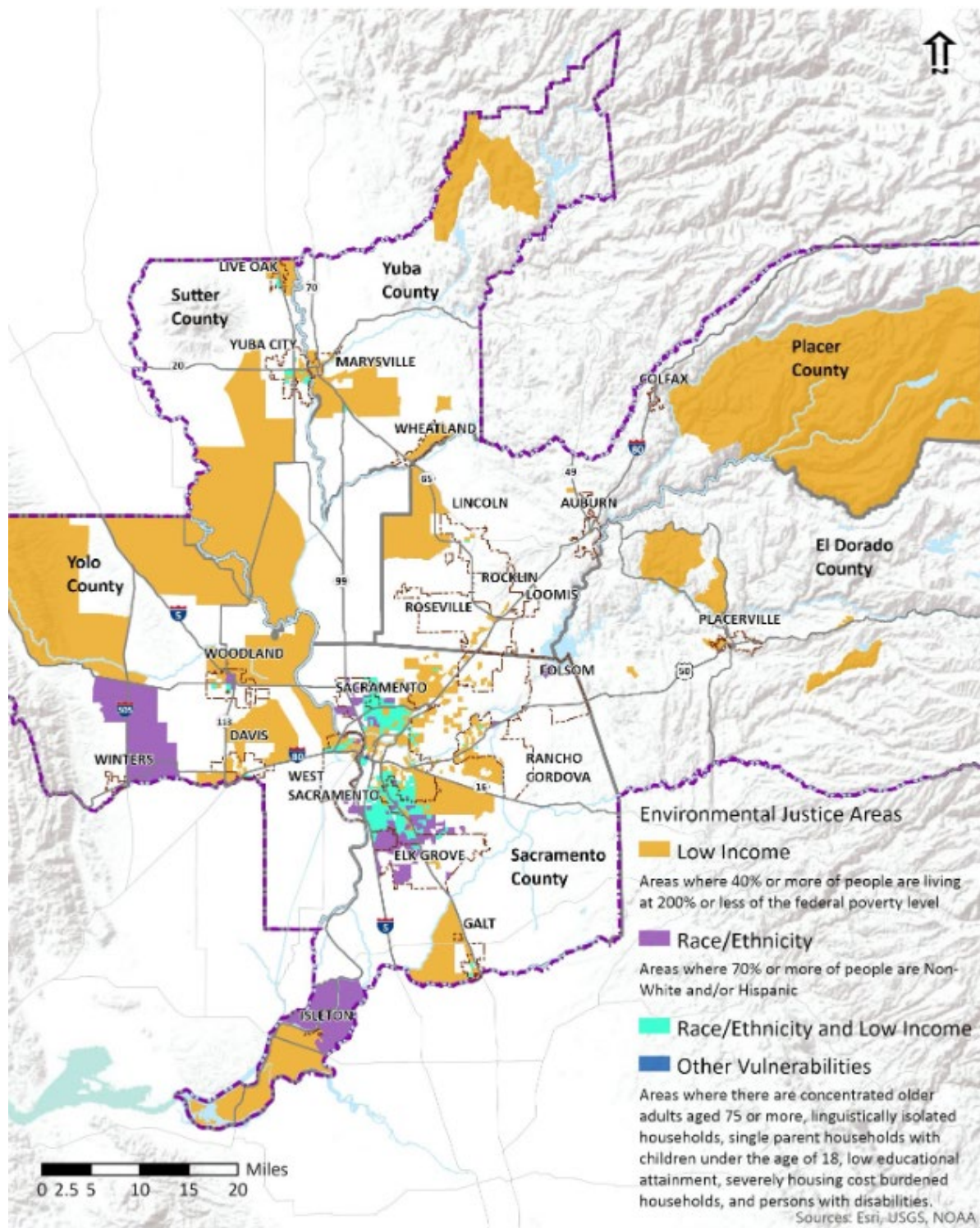


Table 3 provides a demographic profile of the communities of concern (COC) for the 2020 environmental justice analyses.

Table 3: Demographic Information for Communities of Concern (COC) vs. Non-COC Areas

	Basic Census Statistics for Environmental Justice Analysis Areas									
	Persons per household	Persons living in households earning less than 200% of federal poverty level	White	Black	American Indian/Alaskan Native	Asian	Native Hawaiian/Other Pacific Islander	Other Race	Two or More races	Hispanic or Latino
El Dorado County (part)										
COC Areas	2.6	36%	77%	0.5%	0.7%	0.6%	0%	0%	2.5%	18%
Non-COC Areas	2.7	17%	80%	0.8%	0.9%	4.6%	0.3%	0.2%	3.2%	10%
Placer County (part)										
COC Areas	2.4	41%	64%	1.4%	0.7%	2.2%	0.1%	0.3%	1.7%	29%
Non-COC Areas	2.7	16%	73%	1.8%	0.5%	8%	0.2%	0.1%	3.8%	13%
Sacramento County										
COC Areas	3.0	46%	30%	14.1%	0.8%	19.0%	1.6%	0.5%	5%	29%
Non-COC Areas	2.7	21%	58%	5.9%	0.5%	12.7%	0.7%	0.2%	5.7%	16%
Sutter County										
COC Areas	3.0	56%	37%	1.9%	1.1%	12.4%	0.5%	0.3%	3.8%	43%
Non-COC Areas	2.9	28%	52%	1.9%	0.8%	17.7%	0.6%	0.1%	4.7%	22%
Yolo County										
COC Areas	3.0	50%	39%	3.5%	0.6%	17.4%	0.4%	0.1%	3.5%	36%
Non-COC Areas	2.9	23%	53%	2.1%	0.6%	11.2%	0.5%	0.2%	5.4%	27%
Yuba County										
COC Areas	2.8	52%	50%	3.0%	1.7%	7.8%	0.4%	0.3%	5.0%	32%
Non-COC Areas	3.0	22%	60%	3.8%	0.9%	6%	0.5%	0.1%	5.5%	24%
Region										
COC Areas	2.9	47%	33%	11.6%	0.8%	17.5%	1.4%	0.4%	4.7%	30%
Non-COC Areas	2.7	20%	63%	3.9%	0.6%	10.7%	0.5%	0.2%	5%	16%

* Does not include Lake Tahoe portions of either county.

Identifying the Needs of Environment Justice Populations

SACOG maintains a commitment to improving our tools and capacity to analyze equity impacts of the MTP/SCS and to improve transportation planning and choices for environmental justice (EJ) populations. As described, SACOG undertook a significant community engagement process to identify stakeholder priorities and help inform the 2020 MTP/SCS.

Developing an Analytical Basis for Equity Analysis

In Summer 2018, SACOG undertook the equity/environmental justice analysis of the 2020 MTP/SCS update, including performance and impacts on EJ Areas/communities of concern. SACOG reviewed performance measures for this analysis with the Equity Working Group, using the following measures:

Indicator	Specific Measures
Land Use	Percent of EJ Area and Non-EJ Area population in Community Types Percent of EJ Area and Non- EJ Area population in Transit Priority Areas by county
Housing	Housing product mix in EJ and Non- EJ Areas by Community Type
Transit service	Increases in daily transit vehicle service hours in EJ Areas
Transit accessibility	Accessibility from EJ and Non- EJ Areas within 30 minutes by transit to jobs, retail jobs, health care, higher education, park acres
Mode share	EJ and Non-EJ Area transit mode share Bike and Walk mode share in EJ and Non-EJ Areas
Auto accessibility	Accessibility from EJ and Non-EJ Areas within 30 minutes by car to jobs, retail jobs, health care, higher education, park acres
Comparison of transit and auto accessibility	Percent of jobs, retail jobs, health care, higher education enrollments, park acres Accessible within 30 minutes by transit vs. car from EJ and Non-EJ Areas
Toxic air contaminants	Percent of population in EJ and Non-EJ areas within 500 feet of high-volume roadway by county, region
Active Transportation	Proportion of EJ and non-EJ Area population achieving over 30 minutes of physical activity via their transportation.

Staff continue to expand in the MTP/SCS monitoring metrics that can assess performance measures and improvements in the region over time.

SACOG staff has also provided support for member agencies competing for funds for transportation projects benefiting disadvantaged areas/communities of concern. Staff have provided assistance to applicants for State Active Transportation Program funds for bicycle and pedestrian improvement projects, including analyzing awards from the inception of the funding program in 2014, and how our region could better compete in the state's funding cycles. Staff has also been closely monitoring the state Cap and Trade program as well as SB 1 funded programs that provide funding for active transportation projects, with both funding programs placing a heavy emphasis on projects for disadvantaged communities, and how funds can be won

for the region. SB 1 also provides for a large infusion of funding for expansion of public transit services.

Staff has also continued to refine SACOG's own regional funding programs to assess how projects benefit communities of concern. Staff has also begun work to identify opportunity areas for more complete streets, and revise funding program criteria to support the infrastructure improvements needed to offer better options for walking, bicycling and accessing public transit.

APPENDICES

APPENDIX A – SACOG Title VI Complaint Procedure



Title VI Complaint Procedure

As a recipient of federal dollars, SACOG is required to comply with Title VI of the Civil Rights Act of 1964 and ensure that services and benefits are provided on a non-discriminatory basis. SACOG has implemented this Title VI Complaint Procedure, which outlines a process for local disposition of Title VI complaints and is consistent with guidelines found in the Federal Transit Administration Circular 4702.1B, dated October 1, 2012.

The complaint procedure has five steps, outlined as follows:

1. Submission of Complaint: Any person who feels that he or she, individually, or as a member of any class of persons, on the basis of race, color, national origin, or low-income status has been excluded from or denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance through SACOG may file a written complaint with SACOG's Title VI Coordinator either on-line or in hard copy. Such complaint must be filed within 180 calendar days after the date the person believes the discrimination occurred.
 - o [SACOG's Title VI Complaint Form](#)
 - o [Formulario de Queja del Título VI de SACOG](#)
 - o [SACOG標題VI投訴表格](#)
2. Referral to Review Officer: Upon receipt of a Complaint, the Title VI Coordinator shall appoint one or more staff review officers, as appropriate, to evaluate and investigate the Complaint, in consultation with Legal Counsel. The staff review officer(s) shall complete their review no later than 60 calendar days after the date SACOG received the Complaint. If more time is required, the Title VI Coordinator shall notify the Complainant of the estimated time-frame for completing the review. Upon completion of the review, the staff review officer(s) shall make a recommendation regarding the merit of the Complaint and whether remedial actions are available to provide redress. Additionally, the staff review officer(s) may recommend improvements to SACOG's processes relative to Title VI and environmental justice, as appropriate. The staff review officer(s) shall forward their recommendations to the Title VI Coordinator, for concurrence. If s/he concurs, s/he shall issue SACOG's written response to the Complainant.
3. Request for Reconsideration: If the Complainant disagrees with the response, he or she may request reconsideration by submitting the request, in writing, to the SACOG Executive Director within 10 calendar days after its receipt. The request for reconsideration shall be sufficiently detailed to contain any items the Complainant feels were not fully understood by the Title VI Coordinator or staff review officer(s). The Executive Director will notify the Complainant of his decision either to accept or reject the request for reconsideration within 10 calendar days. In cases where the Executive Director agrees to reconsider, the matter shall be returned to the staff review officer(s) to re-evaluate in accordance with Paragraph 2, above.
4. Appeal: If the request for reconsideration is denied, the Complainant may appeal the Executive Director's response to the Complaint by submitting a written appeal to the SACOG Board of Directors no later than 10 calendar days after receipt of the Executive Director's written decision rejecting reconsideration.
5. Submission of Complaint to the Federal Transit Administration: You may also file a complaint directly with the Federal Transit Administration at FTA Office of Civil Rights, 1200 New Jersey Ave. SE, Washington, DC 20590.



Sacramento Area Council of Governments (SACOG) Title VI Complaint Form

Complaints must be filed within 180 days of the alleged act of discrimination.

Section I:											
Name:											
Address:											
Telephone (Home):				Telephone (Work):							
Electronic Mail Address:											
Accessible Format Requirements? Check all that apply.		Large Print				Audio Tape					
		TDD				Other					
Section II:											
Are you filing this complaint on your own behalf?						Yes*					
*If you answered "yes" to this question, go to Section III.											
If not, please supply the name and relationship of the person for whom you are filing this complaint:											
Please explain why you are filing for this person:											
Please confirm that you have obtained the permission of the complaining person if you are filing on their behalf.						Yes					
						No					
Section III											
I believe the discrimination I experienced was based on (check all that apply):				Race		Color		National Origin		Other	
Date of Alleged Discrimination (Month, Day, Year):											

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as the names and contact information of any witnesses.

Section IV

Have you previously filed a Title VI complaint with this agency?	Yes		No	
--	-----	--	----	--

Section V

Have you filed a complaint with any other Federal, State or local agency, or with any Federal or State Court?	Yes		No	
---	-----	--	----	--

If yes, check all that apply?		Federal Agency		State Agency
		Federal Court		Local Agency
		State Court		

You may attach any written materials or other information that you think is relevant to your complaint.

Please sign here: _____

Date: _____

Note - SACOG cannot accept your complaint without a signature.

Please print, scan and email your completed, signed form to titleVI@sacog.org OR

Mail or fax your completed, signed form to:

Title VI Coordinator
 Sacramento Area Council of
 Governments
 1415 L Street, Suite 300
 Sacramento, CA 95814
 Fax: (916) 321-9551



**Formulario de Queja del Título VI del
Concejo de Gobiernos del Área de Sacramento
(SACOG, por sus siglas en inglés)**

**Las quejas deben presentarse en un plazo menor a 180 días desde la
presunta acción de discriminación.**

Sección I:					
Nombre:					
Dirección:					
Teléfono (Hogar):			Teléfono (Trabajo):		
Dirección de correo electrónico:					
¿Requiere de formato accesible?			Letra grande		Cinta de audio
Marque las que apliquen:			TDD		Otro
Sección II:					
¿Está presentando esta queja en su propio nombre?			Sí*		No
*Si respondió que Sí a esta pregunta, vaya a la Sección III.					
Si no, por favor proporcione el nombre y el parentesco de la persona por quien presenta esta queja:					
Por favor explique por qué está presentando la queja por esta persona:					
Por favor confirme que ha obtenido el permiso para quejarse por esta persona si está presentando la queja en nombre de él/ella.			Sí		No
Sección III					
Creo que la discriminación que sufrí se basa en (marque todas las que apliquen):			Raza		Color
					Origen nacional
					Otro
Fecha de la presunta discriminación (mes/día/año):					

Explique tan claramente como sea posible lo que ocurrió y por qué cree que fue discriminado. Describa a todas las personas que estuvieron involucradas. Incluya el nombre y los datos de contacto de la(s) persona(s) que le discriminaron (si los conoce) así como los nombres y la información de contacto de cualquier testigo.

Sección IV

¿Ha presentado antes una queja por el Título VI en esta agencia?

Sí

No

Sección V

¿Ha presentado una queja con cualquier otra agencia local, estatal o federal, o ante cualquier corte estatal o federal?

Sí

No

Si es así, marque las que apliquen.

Agencia federal

Agencia estatal

Corte federal

Agencia local

Corte estatal

Puede incluir cualquier material por escrito u otra información que considere relevante para su queja.

Firma:

Fecha:

Nota – SACOG no puede aceptar su queja sin una firma.

Favor de imprimir, escanear y enviar por correo electrónico el formulario completado y firmado a: titleVI@sacog.org O

Envíe el formulario completado y firmado por correo o por fax a:

Title VI Coordinator

Sacramento Area Council of Governments

1415 L Street, Suite 300

Sacramento, CA 95814

Fax: (916) 321-9551



薩克拉門托 (沙加緬度)地區政府理事會 (SACOG) Title VI 申訴表

必須在指稱的歧視行為發生後的 **180** 天內提出申訴。

第一部分：											
姓名：											
地址：											
電話 (家庭)：					電話 (工作)：						
電子郵件地址：											
要求我們提供的材料格式： 勾選所有適用的項目。		大號印刷字體			錄音磁帶						
		听力障礙			其它						
第二部分：											
您是代表自己提出本申訴嗎？						是*		否			
*如果回答「是」，請填寫第三部分。											
如果回答「否」，請填寫您代表其提出本申訴人士的姓名以及與該人士的關係：											
請解釋您為什麼代表該人士提出申訴：											
如果您是代表申訴方提出申訴，請確認已經獲得了申訴方的許可。						是		否			
第三部分：											
我相信我受到的歧視是基於 (勾選所有適用的項目)：				種族		膚色		原國籍		其它	
指稱的歧視發生日期 (月、日、年)：											

請儘量清楚地解釋發生的情況以及您為什麼認為自己受到歧視。請描述涉及的所有人。請包括對您進行歧視的人的姓名和聯絡資訊（如知道）以及任何證人的姓名和聯絡資訊。

第四部分：

您以前是否曾經在本機構提交過Title VI 申訴？	是		否	
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第五部分：

您是否在任何其他聯邦、州或地方機構或任何聯邦或州法院提交過申訴？	是		否	
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如果回答「是」，請勾選所有適用的項目。		聯邦機構		州機構
		聯邦法院		地方機構
		州法院		

您可以隨附任何您認為與申訴相關的書面資料或其他資訊。

請在此處簽名：

日期：

註釋 — 如果您沒有簽名，都市交通委員會（**SACOG**）不能接受您的申訴。

請打印，掃描並通過電子郵件發送完成，簽署形式來 titleVI@sacog.org 或

完成，已簽署的表格郵寄或傳真到：

Title VI Coordinator
Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814

傳真：(916) 321-9551



Notifying the Public of Rights Under Title VI

SACOG operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believe they have been aggrieved by an unlawful discriminatory practice under Title VI may file a complaint with SACOG. For more information on SACOG's civil right program, and the procedures to file a complaint with either SACOG or the Federal Transit Administration, ask at our front desk, contact (916) 321-9000 (TTY (916) 321-9550), or visit our website,

<https://www.sacog.org/post/title-vi-civil-rights-act-1964>

SACOG opera sus programas y servicios sin distinción de raza, color y origen nacional de acuerdo con el Título VI de la Ley de Derechos Civiles. Cualquier persona que crea que ha sido perjudicada por una práctica discriminatoria ilegal bajo el Título VI puede presentar una queja ante SACOG. Para obtener más información sobre el programa de derechos civiles de SACOG y los procedimientos para presentar una queja ante SACOG o la Administración Federal de Tránsito, solicite en nuestra recepción, llame al (916) 321-9000 (TTY (916) 321-9550), o visite nuestro sitio web,

<https://www.sacog.org/post/title-vi-civil-rights-act-1964>

APPENDIX B – SACOG LEP Plan

**SACOG Plan for
Special Language Services to
Limited English Proficient (LEP) Populations
June 42024**

Presidential Executive Order 13166 requires federal agencies to implement measures to ensure that people who speak limited English have meaningful access to programs and activities that are conducted and/or funded by the federal government, consistent with Title VI of the Civil Rights Act of 1964. Both the U.S. Department of Transportation (US DOT) and Federal Transit Administration (FTA) have implemented guidance or directives in furtherance of Executive Order 13166.

In compliance with guidance and rules issued by US DOT, and Title VI of the Civil Rights Act of 1964, SACOG continues to take reasonable steps to ensure that all persons have meaningful access to its programs, services, and information, at no additional cost. This document is SACOG's Plan for Special Language Services to Limited English Proficient (LEP) Populations, referred to as the LEP Plan. In order to prepare this LEP Plan, SACOG undertook the US DOT's four-factor LEP analysis, which considers the following:

1. The number and proportion of LEP persons served or encountered in the eligible service population
2. The frequency with which LEP persons come in contact with SACOG programs, activities or services
3. The importance to LEP Persons of SACOG's program, activities and services
4. The resources available to SACOG and overall cost to provide LEP assistance.

SACOG is the metropolitan planning organization (MPO) for the Sacramento region. SACOG's service area includes six counties and 22 cities, with a population of 2.44 million in a range of urban, suburban, and rural settings. The population is increasingly diverse, with a portion speaking a language other than English.

In addition to this LEP Plan, a separate but related document, SACOG's Public Participation Plan, also lays out ways in which SACOG seeks broad public participation in SACOG's work and the transportation planning process. SACOG's current Public Participation Plan is included as Appendix D.

Part 1. Determination of Need

Factor 1: Number and proportion of LEP persons served or encountered.

The following tables, drawn from American Community Survey (ACS) data for 2017-2021, identify those who speak English “less than very well” as Limited English Proficient persons.

Table 1 shows, by county, the ability to speak English and languages spoken at home for persons five years of age and older. The six most frequently spoken languages in the region other than English are Spanish 12.64 percent), Other Indo-European languages (4.48 percent), Other Asian and Pacific Island languages (2.60 percent), Russian, Polish, or other Slavic languages (2.1616 percent), Chinese (1.97 percent), Tagalog (1.858 percent), and Vietnamese (1.27 percent). However, many of these people also speak English very well. Table 2 shows that Spanish-speakers are the only population representing approximately five (5) percent when rounded of any individual county’s population, or of the region’s population, that is identified as not speaking English very well.

Table 1 Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over

	El Dorado County	Placer County	Sacramento County	Sutter County	Yolo County	Yuba County	SACOG Region	Regional Percent
Total:	181,897	379,550	1,473,075	92,604	205,197	74,255	2406578	100%
Speak only English	160,555	320,485	996,033	59,574	131,189	54,651	1722487	71.57%
Speak other than English	21,342	59,065	477,042	33,030	74,008	19,604	684,091	28.43%
Spanish	10,658	23,994	193,406	18,570	43,623	14,022	304273	12.64%
Speak English "very well"	7,539	16,779	127,627	10,730	28,330	9,446	200451	8.33%
Speak English less than "very well"	3,119	7,215	65,779	7,840	15,293	4,576	103822	4.31%
French (inc Haitian or Cajun)	402	1,350	2,766	126	1,015	121	5780	0.24%
Speak English "very well"	402	1,223	2,456	105	893	121	5200	0.22%
Speak English less than "very well"	0	127	310	21	122	0	580	0.02%
German or other West Germanic languages	1,148	1,526	4,437	111	625	153	8000	0.33%
Speak English "very well"	1,030	1,341	3,741	86	584	150	6932	0.29%
Speak English less than "very well"	118	185	696	25	41	3	1068	0.04%
Russian, Polish, or other Slavic languages	961	4,315	41,813	138	4,331	457	52015	2.16%
Speak English "very well"	590	2,703	20,912	59	2,285	389	26938	1.12%
Speak English less than "very well"	371	1,612	20,901	79	2,046	68	25077	1.04%
Other Indo-European languages	2,636	10,408	74,750	12,113	7,354	557	107818	4.48%

Speak English "very well"	2,007	7,712	44,290	6,199	5,138	367	65713	2.73%
Speak English less than "very well"	629	2,696	30,460	5,914	2,216	190	42105	1.75%
Korean	727	1,080	4,372	63	1,065	44	7351	0.31%
Speak English "very well"	297	579	1,889	7	548	17	3337	0.14%
Speak English less than "very well"	430	501	2,483	56	517	27	4014	0.17%
Chinese (incl. Mandarin, Cantonese)	983	3,455	33,493	169	8,955	227	47282	1.97%
Speak English "very well"	519	1,921	12,476	62	4,994	149	20121	0.84%
Speak English less than "very well"	464	1,534	21,017	107	3,961	78	27161	1.13%
Vietnamese	431	1,760	26,309	349	1,358	290	30497	1.27%
Speak English "very well"	191	958	10,632	49	1,053	228	13111	0.55%
Speak English less than "very well"	240	802	15,677	300	305	62	17386	0.72%
Tagalog (incl. Filipino)	1,689	5,867	28,280	555	1,288	423	38102	1.58%
Speak English "very well"	1,146	4,556	19,291	356	1,010	341	26700	1.11%
Speak English less than "very well"	543	1,311	8,989	199	278	82	11402	0.47%
Other Asian and Pacific Island languages	1,250	3,077	51,460	611	3,237	2,995	62630	2.60%
Speak English "very well"	910	2,227	30,518	300	1,882	1,965	37802	1.57%
Speak English less than "very well"	340	850	20,942	311	1,355	1,030	24828	1.03%
Arabic	190	1,426	9,735	85	561	12	12009	0.50%
Speak English "very well"	190	1,036	5,619	26	444	4	7319	0.30%

Speak English less than "very well"	0	390	4,116	59	117	8	4690	0.20%
Other and unspecified languages	267	807	6,221	140	596	303	8334	0.35%
Speak English "very well"	196	639	4,564	126	496	244	6265	0.26%
Speak English less than "very well"	71	168	1,657	14	100	59	2069	0.09%

Source: 17212017-2021 Census American Community Survey (ACS)
Table C16001

Please note that from 2016 forward the Census Bureau released detailed language and language grouping by ability to speak English very well or less than very well for only 12 languages or language groupings.

Table 2 – Populations speaking English Less than “Very Well” by County and Regionally

Speaks English Less than "Very Well"

County	Spanish	Chinese	Russian	Vietnamese	All other languages	Total Speaking English Less than "Very Well"	Total Speaks English "Very Well"	Total Speaks Only English	Total
El Dorado	3,119	464	371	240	10,823	15,017	6,325	160,555	181,897
	1.86%	0.26%	0.20%	0.13%	5.95%	8.26%	3.48%	88.27%	100.00%
Placer	7,215	1,534	1,612	802	31,511	41,674	17,391	320,485	379,550
	1.90%	0.40%	0.42%	0.21%	8.3%	10.98%	4.58%	84.44%	100.00%
Sacramento	65,776	21,017	20,901	15,677	160,644	284,015	193,027	996,033	1,473,075
	4.47%	1.43%	1.42%	1.06%	10.9%	19.28%	13.10%	67.62%	100.00%
Sutter	7,840	107	79	300	9,779	18,105	14,925	59,574	92,604
	8.47%	0.12%	0.09%	0.32%	10.56%	19.55%	16.12%	64.33%	100.00%
Yolo	15,293	3,961	2,046	305	26,052	47,657	26,351	131,189	205,197
	7.45%	1.93%	1.00%	0.15%	12.70%	23.22%	12.84%	63.93%	100.00%
Yuba	4,576	78	68	62	8,637	13,421	6,183	54,651	74,255
	6.16%	0.11%	0.09%	0.08%	11.63%	18.07%	8.33%	73.60%	100.00%
Region	103,822	27,161	25,077	17,386	246,443	419,889	264,202	1,722,487	2,406,578
	4.31%	1.13%	1.04%	0.72%	10.24%	17.45%	10.98%	71.57%	100.00%

Source: 2017-2021 Census American Community Survey (ACS)
Table C16001

Factor 2: Frequency of LEP populations' contact with programs, activities, services.

SACOG's experience with LEP populations has been primarily with Spanish speakers. However, SACOG has also made an effort to reach out to speakers of Asian and Eastern European languages to gather input for the updates of the Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) and in other transit studies and planning work.

Outreach print materials for unmet transit needs hearings, MTP/SCS workshops, and other key community input meetings have regularly been translated into Spanish. Some meetings have been conducted entirely in Spanish; at other times, consecutive interpretation or simultaneous interpretation into Spanish has been provided. SACOG has also worked with a community-based organization, Asian Resources, Inc., to provide translation into Mandarin, Vietnamese, and Russian upon request.

Factor 3: Importance to LEP population of programs, services, activities.

SACOG is not a direct provider of transportation services, but instead every four years creates the MTP/SCS, a 20-year or longer plan for transportation facilities, programs and services across the region. Because of the long-term nature of SACOG's MTP/SCS planning, it has often been difficult to engage LEP populations in providing input.

However, some of SACOG's programs have a more immediate reach, including annual hearings to identify unmet transit needs in Sacramento, Sutter, Yolo and Yuba counties; the region's 511 traveler information system; and motorist-aid call boxes. These routinely include support for languages other than English.

Factor 4: Resources available to SACOG and overall cost to provide LEP assistance.

SACOG provides publicity in Spanish for unmet transit needs hearings and offers interpretation and translation into any language upon request to allow LEP populations to participate. SACOG has also offered interpretation and translation services upon request for community workshops to develop the region's long-range transportation plan. However, there has not been significant demand from LEP residents to participate in these discussions, unless SACOG actively works with community-based organizations to recruit participants from their LEP constituency and provide on-site language support. To the extent possible, SACOG staff goes out to other organizations' meetings, but unfortunately, the resources for doing this type of intensive outreach are very limited.

Other SACOG staff speak Spanish well enough to answer calls from the main telephone line that come in in Spanish. Several other staff members also speak Spanish, another speaks Korean,

and two other staff members are fluent in Chinese. Several SACOG staff members are proficient enough in Spanish to help translate some written materials, or outside translation services are procured. However, in some cases, the cost to implement multiple language programs, especially to provide translated materials or simultaneous interpretation, is significant and unfunded.

Part 2. Implementation Plan on Language Assistance

1. Identifying LEP persons who need language assistance

As noted above, the most significant group requiring language assistance has been the Hispanic/Latino population, with 4.31 percent of the region's Spanish-speaking population speaking English less than very well, which is a .24% decrease from the previous five-year period. However, SACOG has also sought to identify other groups needing language assistance. Although they represent one percent or less of the region's population, those who speak Vietnamese, Russian, and Chinese without speaking English very well still represent, approximately 70,000 people in the region. SACOG continues to monitor the needs of LEP persons, and to design its communications and public participation efforts to include people regardless of language barriers.

2. Providing language assistance

SACOG has used a number of techniques or practices to provide meaningful opportunities for LEP residents to access transportation-related information and provide input that informs key decisions, including the following:

Transportation Information

- SACOG's 511 website for traffic, transit, rideshare and bicycling information can be accessed in all languages supported by automatic browser language preference detection, including Spanish, Russian, Chinese, and Vietnamese.
- By dialing 511, telephone information on transportation services in the Sacramento region is available in Spanish.
- SACOG staff has produced and distributed transportation resource sheets to agencies working with low-income and LEP populations in the various counties in the region, including where to find transit information in languages other than English.
- With support from a Caltrans transportation planning grant, SACOG produced and can distribute multilingual video in Spanish, Cantonese, Vietnamese, Hmong and Russian on using transit, bicycling, walking, and carpooling in the region. The video also has an

accompanying information sheet in each language. The video and information sheet are also accessible in all of these languages through the 511 website.

- SACOG contracts with the company that answers call boxes and ensures that interpretation assistance for any language is available for motorists using call boxes or requesting roadside assistance through 511, and through call box answering center personnel.
- SACOG routinely creates publicity materials for annual Unmet Transit Needs hearings in both English and Spanish. Hearings are held in at least five locations in Sacramento, Yolo, Yuba and Sutter counties. Hearings and community events held in jurisdictions with a high proportion of Spanish speakers have interpretation offered as part of these hearings and events, and for all other meetings translation is provided upon request. Spanish-speakers with comments by phone are directed to a voicemail box with a Spanish greeting and written or email comments are accepted in any language.
- Most of the region's transit operators already provide transit service information in Spanish. Sacramento Regional Transit also has an arrangement with an interpretation service for callers in any language. Transit operators are also increasingly including Google Translator or automatic browser language preference detection on their web pages, to provide translation of their transit information into any language. SACOG also maintains an awareness and sensitivity to LEP needs in developing Short Range Transit Plans for transit agencies in the region, including creating on-board surveys in languages other than English as needed, and developing new transit marketing strategies and recommendations for reaching relevant LEP populations in the transit operator's area.

Regional Transportation Planning

- SACOG provided opportunities for public input at several stages of development of the 2020 MTP/SCS, adopted in November 2019, and will continue to do so during the update process of the 2025 "Blueprint" (MTP/SCS). SACOG has publicized community workshops through outreach materials in English and Spanish. Staff leveraged relationships with community-based organizations that serve LEP populations to support outreach and participation in the workshops. Interpretation and translation services are always offered upon request.
- All MTP/SCS workshops had Spanish-speaking staff and materials available in Spanish. Additionally, a Spanish online workshop and survey were available and promoted in Spanish through electronic communications and social media.
- In Spring 2023, SACOG conducted a series of public outreach activities including virtual community workshops, an online survey, and pop-up workshops at community events to

gather input on the Regional Transit Network Study throughout the region. Information on the Regional Transit Network were distributed in numerous non-English languages.

SACOG plans to continue such measures to ensure that those with limited English proficiency can obtain information about transportation services in the region, provide meaningful comment on public transit services, and participate in SACOG's transportation planning work.

3. Training staff

Many of SACOG's staff have experience communicating in an ethnically diverse environment. A number come to the job with multi-lingual skills. Agency training and internal planning will continue to note the need to consider persons with limited English proficiency in communicating transportation information and providing or partnering for language assistance for LEP persons to support and encourage their participation in the MTP/SCS planning process.

Given the proliferation of smart phones and expansion of internet access, even among low-income populations, SACOG is continuing to explore opportunities to use more online community education and engagement tools that allow people to participate in the planning process without having to physically attend workshops or meetings, and whether those tools can use automatic translation technology or otherwise be cost-effectively translated into Spanish or other non-English languages.

4. Providing notice to LEP persons

SACOG will continue to inform the public and LEP persons of their rights under Title VI in a number of ways:

- Notification of Title VI rights on SACOG's website in English, Spanish, and Chinese (the second most prominent single non-English language in the region), with automatic translation of all pages based on the user's browser language preferences.
- Complaint procedures and forms translated into Spanish and Chinese that are posted on SACOG's website and available through SACOG's office.
- Routine use of both English and Spanish on printed or electronic announcements for Unmet Transit Needs Hearings and public workshops on key planning efforts that alert interested individuals on how to request interpretation and translation services.
- SACOG has worked with its website vendors to add information in Spanish on how to translate PDFs of posted public documents into Spanish. Additionally, SACOG complies with California state law that requires all public agencies to make all information available on their websites readily translatable in multiple languages.

5. Monitoring/updating the plan

While maintaining a basic level of access by LEP populations to SACOG transportation information and services, and public input opportunities into key planning decisions, SACOG will monitor demographic shifts and interpretation and translation requests and adjust practices to meet demand. SACOG's LEP Plan will be updated periodically as needed to reflect significant changes.

APPENDIX C – Examples of Beneficiary Notifications

What is the MTP/SCS?

The Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) is a 20-year plan that links land use, air quality, and transportation needs. The current MTP/SCS was adopted in 2016 and is federally required to be updated every four years. The next MTP/SCS will be adopted by February 2020. Your responses to the survey at sacog.org/2020mtpscs will be used to shape the plan.

WHAT DOES THE CURRENT PLAN DO?

The plan gives you more ways to get around and makes getting where you want to go easier in the future.



More Transit Service
provides more choices for travel

+59%

Transit Service Hours
per Person

Light rail trains and bus
service expanded



More Good Bike Routes
provide more choices for travel

+123%

Bike Route Miles
Provides funding to build
many of the planned
bike routes



Less Time In Traffic

-4%

Weekday Vehicle Miles
Traveled on Heavily
Congested Roadways
Targeted improvements on
key roadway bottlenecks



Less Time Driving,
more time for other things

-5%

Weekday Vehicle Miles
Traveled per Person
Better mix of land use
equals shorter trips to
get things done

More Homes in Low Income
or Other Disadvantaged
Areas Near Major Job Centers



48% Increase
in Access to
Jobs Within
a 30-min.
Transit Ride

30% Increase
in Access to
Jobs Within a
30-min. Drive

More Ways to Get
Around



+31%
Increased Trips per
Person by Biking,
Walking, and Transit

Protecting Our Farmland

285

1988–2012
For every 1,000
new residents,
285 acres
of farmland
urbanized

49

2012–2036
For every 1,000
new residents,
49 acres
of farmland
urbanized

Cleaner, Healthier Air

-16%

Greenhouse Gases
from Vehicle
Emissions
Total reductions include
vehicle miles traveled
and vehicle and fuel
technology changes



MTP/SCS

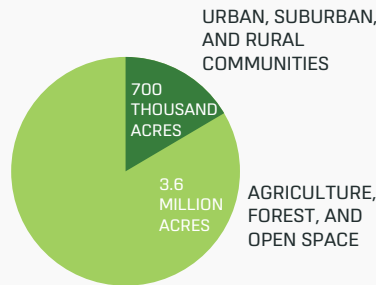
METROPOLITAN TRANSPORTATION PLAN
SUSTAINABLE COMMUNITIES STRATEGY



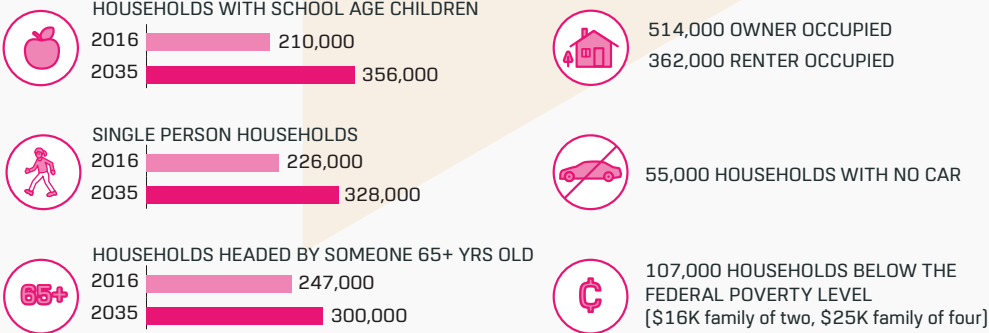
Our Region is Diverse

Our residents are diverse and so are our communities. Everything is here, from farming communities to urban cities.

OUR REGION IS BIG. 4.3 MILLION ACRES, OR ABOUT THE SIZE OF NEW JERSEY.



WE HAVE 2.5 MILLION PEOPLE THAT LIVE HERE. THAT EQUALS 887,000 HOUSEHOLDS



Our Region Is Growing

What to Expect in 20+ Years

\$\$\$

270,000 new jobs



600,000 more people



260,000 new homes

How we live our daily lives today will not be the same 20 years from now. Places will change with new buildings, houses, and parks. People will grow, move here, and move away.

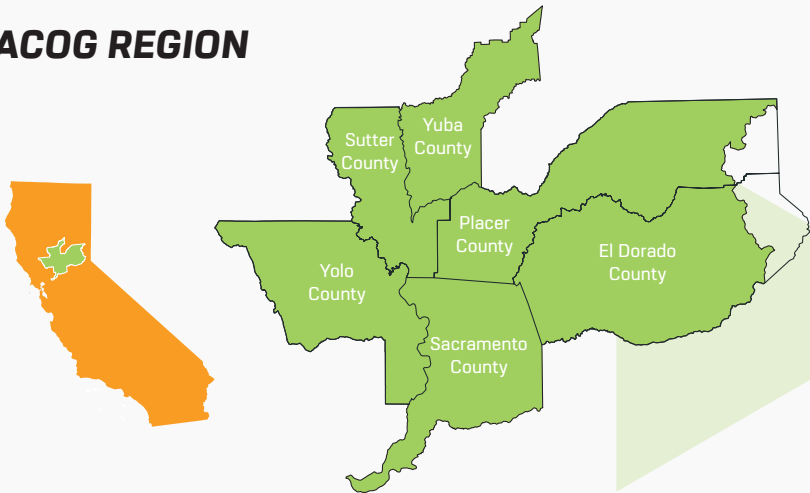
Big changes are facing our region and how we get around. Today most people get around by cars they own. In the future it will be easier for more people to get to and from many places without owning a car.

In order to have a future where people can get where they need to go, the Sacramento Area Council of Governments is preparing a plan to spend transportation funds over 20 years.

WHO ARE WE?

The Sacramento Area Council of Governments (SACOG) is an association of local governments in the six-county Sacramento Region. Its members include the counties of El Dorado, Placer, Sacramento, Sutter, Yolo and Yuba and 22 cities within. The board of directors is made up of elected officials from the region. SACOG provides transportation planning and funding for the region.

SACOG REGION



Our Transportation Challenges

As the Region Grows, Transportation and Housing Have to Keep Up

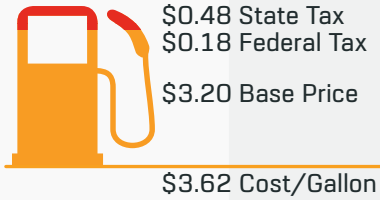
TRANSPORTATION REVENUE

The amount people pay in transportation/gas taxes has not grown with inflation over the past 50 years. That means the costs for maintaining existing roads, streets, and bridges and building new ones, is going up, but the money residents pay is not.

\$300 Million

Annual funding shortfall to maintain our roads, streets, and bridges.

Gas Taxes



People Pay \$0.66 From Each Gallon of Gas Purchased

Sales Taxes



1/4 Cent From California Sales Tax

How it Compares

Average Consumer Monthly Spending

Cable TV	\$80
Mobile Phones	\$71
Coffee	\$60
Internet	\$47
Gas Taxes	\$29

Local Contributions

Developer fees and contributions, city/county budget, property taxes, other local assessments vary by city and county

Road Conditions

Not enough funding means worsening road conditions, which become increasingly more expensive to repair over time.

Road Costruction Costs

Over time, the cost to build new roads and maintain current roads has increased.

Gas Tax Revenues

As vehicles become more gas efficient, or don't use gas at all, revenues from gas decrease.

¿Qué es el MTP/SCS?

El Plan de Transporte Metropolitano / Estrategia de Comunidades Sostenibles (MTP / SCS) es un plan de 20 años que vincula el uso del suelo, la calidad del aire y las necesidades de transporte. El MTP / SCS actual se adoptó en 2016 y se requiere federalmente que se actualice cada cuatro años. El próximo MTP / SCS se adoptará para febrero de 2020. Sus respuestas a la encuesta en sacog.org/2020mtpscs se usarán para darle forma al plan.

¿QUÉ HACE EL PLAN ACTUAL?

El plan le ofrece más formas de transportarse para que llegue a donde quiera ir más fácil en el futuro.



Más servicio de tránsito
ofrece más opciones para viajar

+59%

Horas de servicio de tránsito
por persona
Trenes de "Light Rail" y
servicio de autobús ampliado



Mejores rutas para bicicletas
ofrece más opciones para viajar

+123%

Millas de Carriles Para
Bicicletas
Proporciona fondos para
construir muchas de las
rutas de bicicleta



Menos tiempo en el tráfico

-4%

Millas de vehículos entre
semana en las carreteras
muy congestionadas
Énfasis en carreteras más
transitadas



Menos tiempo conduciendo,
más tiempo para otras cosas

-5%

Millas de vehículos
recorridas por persona
Mejor uso de tierra
permite viajes más
cortos y más tiempo

Más Casas en Áreas
Desfavorecidas Cerca de los
Principales Centros de Trabajo



Aumento del
48% en el
acceso a los
trabajos de un
viaje de tránsito
de 30 minutos.

Aumento del
30% en el
acceso a los
trabajos de un
viaje de coche
de 30 minutos

Más Formas de
Transportarse



+31%
Aumento de viajes por
persona en bicicleta, a
pie y en tránsito

Protegiendo Nuestras Tierras
de Cultivo

285

1988-2012
Por cada 1,000
residentes nuevos,
285 acres de
tierras de cultivo
urbanizadas

49

2012-2036
Por cada 1,000
residentes nuevos,
49 acres de
tierras de cultivo
urbanizadas

Aire Más Limpio y
Saludable

-16%

Gases de Efecto
Invernadero por
Emisiones de Vehículos
Las reducciones totales
incluyen las millas recorridas
por vehículo y los cambios en
la tecnología vehicular y del
combustible



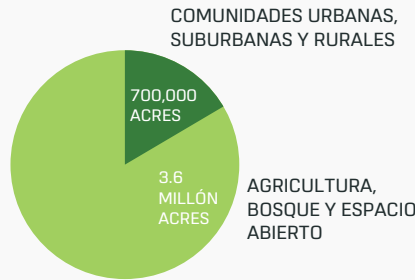
MTP/SCS
METROPOLITAN TRANSPORTATION PLAN
SUSTAINABLE COMMUNITIES STRATEGY



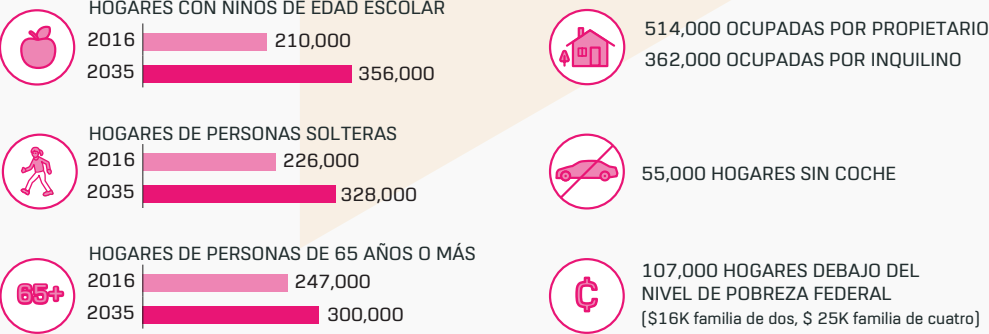
Nuestra Región es Diversa

Nuestros residentes son diversos y también lo son nuestras comunidades. Todo está aquí, desde las comunidades agrícolas hasta las ciudades urbanas.

NUESTRA REGIÓN ES GRANDE.
4.3 MILLONES DE ACRES, O COMO EL
TAMAÑO DE NEW JERSEY



TENEMOS 2,5 MILLONES DE PERSONAS QUE VIVIMOS AQUÍ.
QUE ES IGUAL A 887,000 HOGARES



Nuestra Región Está Creciendo

Qué Esperar en 20 Años o Más

\$\$\$

270,000 trabajos nuevos



600,000 más personas



260,000 casas nuevas

Cómo vivimos nuestras vidas diarias hoy no será lo mismo dentro de 20 años. Los lugares cambiarán con nuevos edificios, casas y parques. La población crecerá, la gente se mudará aquí y se irán.

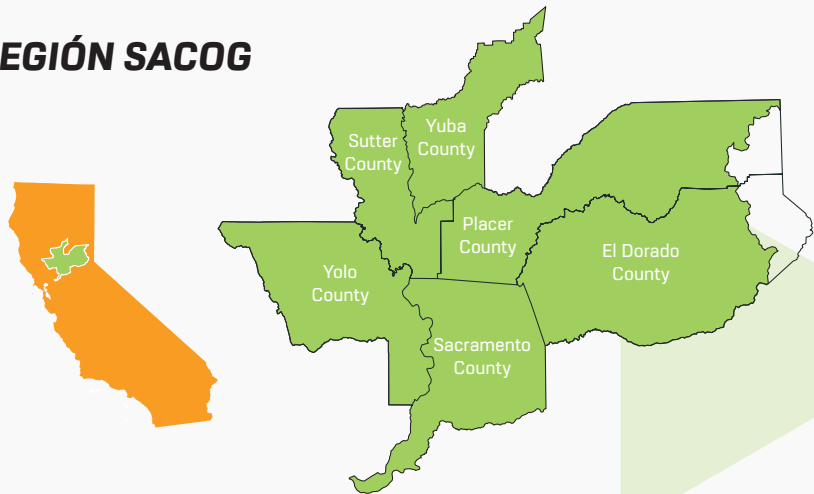
Grandes cambios están enfrentando nuestra región y cómo nos movemos. En la actualidad, la mayoría de la gente se transporta en su propio carro. En el futuro, será más fácil viajar a muchos lugares sin tener un automóvil.

Para tener un futuro donde las personas puedan llegar a donde necesitan ir, el SACOG está preparando un plan para gastar fondos de transporte durante los próximos 20 años.

¿QUIENES SOMOS?

El Consejo de Gobiernos del Área de Sacramento (SACOG) es una asociación de gobiernos locales en la Región de Sacramento. Sus miembros incluyen los condados de El Dorado, Placer, Sacramento, Sutter, Yolo y Yuba y sus 22 ciudades. La junta directiva está compuesta por miembros electos de cada región. SACOG provee planificación y financiamiento de transporte para la región.

REGIÓN SACOG



Nuestros Desafíos de Transporte

A medida que crezca la región, el transporte y la vivienda tienen que crecer también

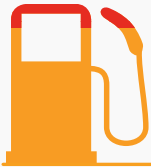
INGRESO DE TRANSPORTE

La cantidad que la gente paga en impuestos de transporte / gasolina no ha crecido con la inflación en los últimos 50 años. Eso significa que los costos para mantener carreteras, calles y puentes existentes y construir otros nuevos, están aumentando, pero el dinero que los residentes pagan no lo está.

\$300 Millón

Deficiencia anual de fondos para mantener nuestras carreteras, calles y puentes.

Impuetos de Gas



\$0.48 Impuestos Estatales
\$0.18 Impuestos Federales

\$3.20 Precio Base

\$3.62 Costo/Galón

La gente paga \$ 0.66
De cada galón de Gas
comprado

Así es Como se Compara

Gasto Mensual Promedio del Consumidor

TV Cable	\$80
Teléfonos Móviles	\$71
Café	\$60
Internet	\$47
Impuestos de Gas	\$29

Impuestos de Ventas



1/4 Centavos del Impuesto Sobre las Ventas de California

El condado de Sacramento tiene un impuesto a las ventas de medio centavo dedicado al transporte

Contribuciones Locales

Las tarifas de desarrollador, las contribuciones de los presupuestos de la ciudad o del condado, los impuestos a la propiedad y otras tarifas varían según la ciudad y el condado

Condiciones del Camino

Si no hay suficientes fondos las condiciones de las carreteras van a empeorar, y son más caras de reparar con el tiempo.

Costos de Construcción de Carreteras

Con el tiempo, el costo de construir nuevas carreteras y mantener las carreteras actuales ha aumentado.

Ingresos por Impuestos de Gas

A medida que los vehículos se vuelven más eficientes en cuanto a gas, o no usan gas en absoluto, los ingresos por el gas disminuyen.



MTP/SCS

METROPOLITAN TRANSPORTATION PLAN

SUSTAINABLE COMMUNITIES STRATEGY

sacog.org/mtpscs

Take our online survey by **September 10th** for
a chance to win a **\$50 Amazon gift card!**

sacog.org/2020MTPSCS

¡Tome nuestra encuesta por Internet antes del
10 de septiembre para tener la oportunidad de
ganar una **tarjeta de regalo de Amazon de \$50!**



Please return this survey to:

SACOG Attn. Blueprint Survey
1415 L Street #300
Sacramento, CA 95814

Or, scan the QR code if you prefer to take this survey on a smart phone

Thank you for taking time for our survey. The Sacramento Area Council of Governments works with cities and counties in the six-county Sacramento region. The Sacramento region includes the counties of Yuba, Sutter, El Dorado, Placer, Yolo, and Sacramento, and the 22 cities within. The answers you give will be used by the Board of Directors of the Sacramento Area Council of Governments (SACOG) when they adopt a plan to spend state and federal transportation dollars.

We are going to ask you questions about your community, how you get around, and what you value when it comes to your community, specifically on transportation, community growth, equity, and housing.

**Q1. What kind of home do you live in?
(Select all that apply)**

- ☐ Single house with a large backyard
- ☐ Single house with a small or no backyard
- ☐ Townhome or condo
- ☐ Apartment
- ☐ Age restricted housing
- ☐ Income assisted home, like Section 8/Housing Choice
- ☐ Temporary housing
- ☐ Mobile home
- ☐ Farm home
- ☐ Unhoused

Q2. How would you describe the community you live in?

- ☐ Urban neighborhood
- ☐ Suburban neighborhood
- ☐ Small town
- ☐ Rural community

Q3. What two things do you like best about the community you live in?

- ☐ It's affordable
- ☐ I know my neighbors
- ☐ I can walk to many places
- ☐ I can bike to many places
- ☐ It's quiet and peaceful
- ☐ It's close to where I work
- ☐ It's where I grew up
- ☐ I can get to stores, recreation, and other places easily
- ☐ It has easy access to the highway
- ☐ It has easy access to public transit
- ☐ Other (please specify)

Q4. What are the two biggest challenges your community is facing?

- ☐ Schools and education
- ☐ Crime and public safety
- ☐ Jobs and growing new businesses
- ☐ Affordable housing
- ☐ Traffic congestion
- ☐ Clean air
- ☐ Floods, drought, and/or wildfires
- ☐ Climate change
- ☐ Lack of transportation choices
- ☐ Other (please specify)

Continued...

Q5. Please mark a mark on the sliding scale to select the type of community you would prefer to live in.

Houses with small yards and it is easy to walk, bike, or take transit to the places you need to go

Houses with large yards and you have to drive to the places you need to go

Q6. Thinking about the trip within the six-county Sacramento region you make most often, which of the following do you do?

- ☐ Drive alone
- ☐ Drive with other people/Car pool
- ☐ Take a bus
- ☐ Take light rail
- ☐ Ride a bicycle or scooter
- ☐ Take Amtrak, the train also called Capitol Corridor
- ☐ Walk all the way

We are asking for your feedback on how to increase equity in the region. The Sacramento region is the home to a diverse population in which residents face significant inequities, resulting in disparities and divides that exist by race and ethnicity, by income, and by urban and rural areas. SACOG acknowledges its role in perpetuating these disparities and has committed to taking action to create a just and inclusive region where investments are being made in historically marginalized communities so race can no longer be used to predict health or economic outcomes, and outcomes for lower income residents are improved.

Q7. The region's long-range plan should help reduce racial disparities in both transportation and housing by...

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Increase housing options in high opportunity areas	☐	☐	☐	☐	☐
Reducing car crashes in high collision areas	☐	☐	☐	☐	☐
Ensuring that communities who were historically excluded from planning processes have a voice and influence on planning efforts and decisions that affect them.	☐	☐	☐	☐	☐

Continued...

Q8. The 2025 Blueprint should help reduce overall mobility disparities experienced by low-income communities by...

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Increasing their transit access to essential destinations like hospitals and schools.	☐	☐	☐	☐	☐
Expanding transit service to more essential destinations, including those across city and county lines.	☐	☐	☐	☐	☐
Increasing their access to walk, bike, roll, and use other mobility options to essential destinations.	☐	☐	☐	☐	☐

We are going to ask you questions about the economy to help us understand what's important to you. The Sacramento region's economy has strengths and weaknesses. Some of the strengths include the amount of universities and the food and agriculture industry. Some of the weaknesses include a lack of start-up businesses and not enough people with digital workforce skills.

Experts have told us that even though we have been growing since the Great Recession (2008), we haven't been growing in ways that benefit all people. In fact, lower income people are having a harder time recovering from the recession. Our region is also currently experiencing inflation, and uncertainty around future economic conditions.

In the next 25 years the Sacramento Region is expected to have a higher annual population growth rate than the rest of the state and nation. The region is also expected to outpace the state and nation in job growth by 2050, holding 6.2% of jobs in California. And due to the efforts to respond to pent up demand, regional housing rates are expected to exceed the projected population and job growth by 2050.

Because of this we are going to ask you questions about what's important to you as the region grows. These questions are focused on transportation and housing.

Q9. As the region grows, which of the following is the most important to you?

- ☐ More types of housing choices including more apartments, lofts, townhomes, condos
- ☐ Preserving open space, forests, and farmland
- ☐ More housing that is closer to existing jobs, shops, schools, restaurants, and transportation options
- ☐ More affordable housing in all communities—rural, urban, suburban, and small town

Continued...

Q10. How much do you agree or disagree with the following statements.
We need to invest more in transportation because...

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
We need to reduce traffic congestion.	☐	☐	☐	☐	☐
We need to fix potholes and repair our roads.	☐	☐	☐	☐	☐
We need to make our streets and roads safer for all travelers.	☐	☐	☐	☐	☐
We need to provide more efficient transportation choices such as faster transit that can bypass traffic, more frequent transit service, and flexible options such as shared electric bikes, scooters, carshare, and carpools / vanpools.	☐	☐	☐	☐	☐
We need transportation infrastructure (such as bike lanes) and transit options that will attract new companies and jobs.	☐	☐	☐	☐	☐
We need to connect lower-wage workers, people with physical limitations, and young people who may not have access to a car to get to their jobs.	☐	☐	☐	☐	☐
We need rural roads that meet the needs of all travelers and supports both businesses and residents.	☐	☐	☐	☐	☐

Roads, highways, and bridges are built and maintained with money from gas taxes, sales taxes, and money from cities and counties. Over the past 50 years the amount of money from gas taxes has not increased to match the transportation need. We want to know what you think about new ways to pay for both maintaining and growing the transportation system.

Q11. How strongly do you agree that the following are good ways to pay for maintenance of *existing* roads, highways, and bridges?

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
User fees—travelers pay based on how much they use the system, like paying by miles traveled	☐	☐	☐	☐	☐
Fuel taxes—travelers pay based on how much fuel they buy, like a per gallon charge on gas	☐	☐	☐	☐	☐
Sales taxes—travelers pay based on how much taxable merchandise they buy	☐	☐	☐	☐	☐
Tolls—travelers are charged for using specific roads or bridges to cover the cost of maintaining those roads or bridges, like FastTrak in the Bay Area	☐	☐	☐	☐	☐

Continued...

**Q12. How strongly do you agree that the following are good ways to pay to
build new roads, highways, and bridges?**

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
User fees—travelers pay based on how much they use the system, like paying by miles traveled	☐	☐	☐	☐	☐
Fuel taxes—travelers pay based on how much fuel they buy, like a per gallon charge on gas	☐	☐	☐	☐	☐
Sales taxes—travelers pay based on how much taxable merchandise they buy	☐	☐	☐	☐	☐
Tolls—travelers are charged for using specific roads or bridges to cover the cost of maintaining those roads or bridges, like FastTrak in the Bay Area	☐	☐	☐	☐	☐

Q13. We want to know how you feel about charging drivers a fee based on the miles they drive a personal vehicle. This does not include taking public transportation, biking, or walking.

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
Charging drivers a fee based on how many miles they drive is a fair way to raise money for transportation	☐	☐	☐	☐	☐
Owners of fuel efficient, hybrid, or electric cars should not have to pay fees based on how many miles they drive because paying less to drive is one of the incentives for buying these types of vehicles	☐	☐	☐	☐	☐
Owners of fuel efficient, hybrid, or electric cars should have to pay fees based on how many miles they drive because they aren't paying with gas taxes	☐	☐	☐	☐	☐
I am concerned about how my miles would be tracked and how my privacy would be affected	☐	☐	☐	☐	☐
I am concerned about charging travelers fees based on miles they drive because it could be hard on lower income people	☐	☐	☐	☐	☐

Continued...

About You**Q14. Gender**

- ☐ Female
- ☐ Male
- ☐ Gender non-binary
- ☐ Decline to state

Q15. What year were you born?**Q16. How many years have you lived in the greater Sacramento Region?**

Less than 1

- ☐ 1-5
- ☐ 6-10
- ☐ 11-15
- ☐ 16-20
- ☐ 20+

Q17. What is your race?

- ☐ African American/Black
- ☐ Asian
- ☐ Hispanic/Latino
- ☐ Caucasian/White
- ☐ Two or more races
- ☐ American Indian/ Alaska Native
- ☐ Native Hawaiian, Other Pacific Islander
- ☐ Prefer not to say
- ☐ Other (please specify)

Q18. What is your zip code?**Q19. What is your annual household income?**

- ☐ Less than \$15,000
- ☐ \$15,000 - \$24,999
- ☐ \$25,000 - \$34,999
- ☐ \$35,000 - \$49,999
- ☐ \$50,000 - \$74,999
- ☐ \$75,000 - \$99,999
- ☐ \$100,000 - \$149,999
- ☐ \$150,000 - \$199,999
- ☐ More than \$200,000
- ☐ Prefer not to say

Q20. Sign up to stay informed

Name:

Company:

Address:

Address 2:

City/Town:

State/Province:

ZIP/Postal Code:

Email Address:

Phone Number:



Please return this survey to:

SACOG Attn. Blueprint Survey
1415 L Street #300
Sacramento, CA 95814

Gracias por dedicar parte de su tiempo a nuestra encuesta. El Sacramento Area Council of Governments (Consejo de Gobiernos del Área de Sacramento) trabaja con ciudades y condados de la región de Sacramento, formada por seis condados. La región de Sacramento incluye los condados de Yuba, Sutter, El Dorado, Placer, Yolo y Sacramento, y las 22 ciudades que la componen. Las respuestas que proporcione serán usadas por la Junta Directiva del Sacramento Area Council of Governments (SACOG) al adoptar un plan para emplear los fondos estatales y federales destinados al transporte. Le haremos preguntas sobre su comunidad, cómo se desplaza y qué valora de su comunidad, concretamente sobre el transporte, el crecimiento de la comunidad, la equidad y la vivienda.

1) ¿En qué tipo de vivienda vive?
(Seleccione todas las opciones que apliquen)

- ☐ Casa unifamiliar con un gran patio trasero
- ☐ Casa unifamiliar con patio pequeño o sin patio
- ☐ Casa urbana o condominio
- ☐ Departamento
- ☐ Vivienda con restricciones de edad
- ☐ Vivienda asistida por ingresos, como la Sección 8/Elegibilidad de Vivienda
- ☐ Vivienda temporal
- ☐ Casa móvil
- ☐ Vivienda agrícola
- ☐ Sin vivienda

2) ¿Cómo describiría la comunidad en la que vive?

- ☐ Barrio urbano
- ☐ Barrio suburbano
- ☐ Pueblo pequeño
- ☐ Comunidad rural

3) ¿Qué dos cosas le gustan más de la comunidad en la que vive?

- ☐ Es asequible
- ☐ Conozco a mis vecinos
- ☐ Puedo ir andando a muchos sitios
- ☐ Puedo ir en bicicleta a muchos sitios
- ☐ Es tranquila y apacible
- ☐ Está cerca de donde trabajo
- ☐ Es donde crecí
- ☐ Puedo ir a tiendas, lugares de ocio y otros sitios con facilidad
- ☐ Tiene fácil acceso a la autopista
- ☐ Tiene fácil acceso al transporte público
- ☐ Otros

4) ¿Cuáles son las dos mayores dificultades a las que se enfrenta su comunidad?

- ☐ Escuelas y educación
- ☐ Delincuencia y seguridad pública
- ☐ Empleo y crecimiento de nuevas empresas
- ☐ Vivienda asequible
- ☐ Embotellamiento
- ☐ Aire limpio
- ☐ Inundaciones, sequía y/o incendios forestales
- ☐ Cambio climático
- ☐ Falta de opciones de transporte
- ☐ Otros

siguiente pagina

5) Use la escala móvil para seleccionar el tipo de comunidad en la que preferiría vivir.

Casas con patios pequeños y que sea fácil ir andando, en bicicleta o en transporte público a los lugares a los que necesita ir

Casas con patios grandes y que tenga que conducir hasta los lugares a los que necesita ir

6) Pensando en el trayecto que realiza con más frecuencia dentro de la región de los seis condados de Sacramento, ¿cuál de los siguientes hace?

- ☐ Conducir solo
- ☐ Conducir con otras personas/coche compartido
- ☐ Tomar un autobús
- ☐ Tomar el tren ligero
- ☐ Montar en bicicleta o scooter
- ☐ Tomar el Amtrak, el tren también llamado Capital Corridor
- ☐ Ir a pie todo el camino

Le pedimos su opinión sobre cómo aumentar la equidad en la región. La región de Sacramento es hogar de una población diversa en la que los residentes se enfrentan a desigualdades significativas, que resultan en disparidades y divisiones según la raza y la etnia, los ingresos y las zonas urbanas y rurales. El SACOG reconoce su rol en la perpetuación de estas disparidades y se ha comprometido a tomar medidas para crear una región justa e inclusiva en la que se invierta en las comunidades históricamente marginadas para que ya no se use la raza como factor predictivo de los avances en salud o económicos y se mejoren los resultados para los residentes con ingresos más bajos.

7) El plan a largo plazo de la región debería ayudar a reducir las disparidades raciales tanto en el transporte como en la vivienda...

	Totalmente de acuerdo	De acuerdo	Neutral	En desacuerdo	Totalmente en desacuerdo
Aumentar las opciones de vivienda en zonas de altas oportunidades	☐	☐	☐	☐	☐
Reducir los accidentes de tráfico en las zonas de alta colisión	☐	☐	☐	☐	☐
Garantizar que las comunidades históricamente excluidas de los procesos de planificación del uso del suelo y del transporte tengan voz e influencia en los esfuerzos de planificación y en las decisiones que les afectan	☐	☐	☐	☐	☐

8) El anteproyecto 2024 debería ayudar a reducir las disparidades generales de movilidad que sufren las comunidades con bajos ingresos...

	Totalmente de acuerdo	De acuerdo	Neutral	En desacuerdo	Totalmente en desacuerdo
Aumentando su acceso en tránsito a destinos esenciales como hospitales y escuelas.	☐	☐	☐	☐	☐
Ampliando el servicio de tránsito a más destinos esenciales, incluidos los que cruzan los límites de ciudades y condados.	☐	☐	☐	☐	☐
Aumentando su acceso a los destinos esenciales a pie, en bicicleta, rodando y usando otras opciones de movilidad.	☐	☐	☐	☐	☐

Le haremos preguntas sobre la economía para ayudarnos a comprender qué es importante para usted. La economía de la región de Sacramento tiene fortalezas y debilidades. Algunas de las fortalezas incluyen la cantidad de universidades y la industria agroalimentaria. Algunos de los puntos débiles incluyen la falta de empresas de nueva creación y la escasez de personas con conocimientos de fuerza laboral digital. Los expertos nos han dicho que, aunque hemos crecido desde la Gran Recesión (2008), no lo hemos hecho de forma que sea útil para todas las personas. De hecho, a las personas con ingresos más bajos les resulta más difícil recuperarse de la recesión. Nuestra región también está experimentando actualmente la inflación, y la incertidumbre en torno a las condiciones económicas futuras.

9) A medida que la región crece, ¿cuál de los siguientes aspectos es el más importante para usted?

- ☐ Más tipos de opciones de vivienda, incluyendo más apartamentos, lofts, casas urbanas, condominios
- ☐ Preservar los espacios abiertos, los bosques y las tierras de cultivo
- ☐ Más viviendas que estén más cerca de los puestos de trabajo, tiendas, escuelas, restaurantes y opciones de transporte existentes
- ☐ Más viviendas asequibles en todas las comunidades: rurales, urbanas, suburbanas y pequeñas ciudades.

10) ¿En qué medida está de acuerdo o en desacuerdo con las siguientes afirmaciones?

	Totalmente de acuerdo	De acuerdo	Neutral	En desacuerdo	Totalmente en desacuerdo
Necesitamos reducir la congestión del tráfico	☐	☐	☐	☐	☐
Necesitamos arreglar los baches y reparar nuestras carreteras	☐	☐	☐	☐	☐
Necesitamos hacer nuestras calles y carreteras más seguras para todos los viajeros	☐	☐	☐	☐	☐
Necesitamos proporcionar opciones de transporte más eficientes como un tránsito más rápido que pueda circunvalar el tráfico, un servicio de tránsito más frecuente y opciones flexibles como bicicletas eléctricas compartidas, scooters, coches compartidos y coches / furgonetas compartidos.	☐	☐	☐	☐	☐
Necesitamos infraestructuras de transporte (como carriles para bicicletas) y opciones de tránsito que atraigan a nuevas empresas y puestos de trabajo.	☐	☐	☐	☐	☐
Necesitamos conectar con los trabajadores de salarios más bajos, las personas con limitaciones físicas y los jóvenes que quizá no tengan acceso a un coche para llegar a sus puestos de trabajo	☐	☐	☐	☐	☐
Necesitamos carreteras rurales que satisfagan las necesidades de todos los viajeros y apoyen tanto a las empresas como a los residentes.	☐	☐	☐	☐	☐

Las carreteras, autopistas y puentes se construyen y mantienen con dinero procedente de los impuestos sobre la gasolina, los impuestos sobre las ventas y el dinero de las ciudades y los condados. En los últimos 50 años, la cantidad de dinero procedente de los impuestos sobre la gasolina no ha aumentado para ajustarse a las necesidades de transporte. Queremos saber qué piensa usted sobre nuevas formas de pagar tanto el mantenimiento como el crecimiento del sistema de transporte.

11) ¿Hasta qué punto está de acuerdo en que las siguientes opciones son formas adecuadas de pagar el mantenimiento de las carreteras, autopistas y puentes existentes?

	Totalmente de acuerdo	De acuerdo	Neutral	En desacuerdo	Totalmente en desacuerdo
Cuotas de usuario — los viajeros pagan en función de cuánto usan el sistema, como el pago por kilómetros recorridos	☐	☐	☐	☐	☐
Impuesto al combustible — los viajeros pagan en función de la cantidad de combustible que compran, como un impuesto por galón de gasolina.	☐	☐	☐	☐	☐
Impuestos sobre las ventas — los viajeros pagan en función de la cantidad de mercancías sujetas a impuestos que compran.	☐	☐	☐	☐	☐
Peajes — se cobra a los viajeros por usar carreteras o puentes específicos para cubrir los costes de mantenimiento de esas carreteras o puentes, como la vía rápida en la zona de la bahía.	☐	☐	☐	☐	☐

siguiente pagina

12) ¿Hasta qué punto está de acuerdo en que las siguientes opciones son formas adecuadas de pagar la construcción de nuevas carreteras, autopistas y puentes?

	Totalmente de acuerdo	De acuerdo	Neutral	En desacuerdo	Totalmente en desacuerdo
Cuotas de usuario — los viajeros pagan en función de cuánto usan el sistema, como el pago por kilómetros recorridos	☐	☐	☐	☐	☐
Impuesto al combustible — los viajeros pagan en función de la cantidad de combustible que compran, como un impuesto por galón de gasolina.	☐	☐	☐	☐	☐
Impuestos sobre las ventas — los viajeros pagan en función de la cantidad de mercancías sujetas a impuestos que compran.	☐	☐	☐	☐	☐
Peajes — se cobra a los viajeros por usar carreteras o puentes específicos para cubrir los costes de mantenimiento de esas carreteras o puentes, como la vía rápida en la zona de la bahía.	☐	☐	☐	☐	☐

13) Queremos saber qué opina de cobrar a los conductores una cuota basada en los kilómetros que conduzcan en un vehículo personal. Esto no incluye tomar el transporte público, ir en bicicleta o caminar.

	Totalmente de acuerdo	De acuerdo	Neutral	En desacuerdo	Totalmente en desacuerdo
Cobrar a los conductores una cuota basada en los kilómetros que conducen es una forma justa de pagar el transporte	☐	☐	☐	☐	☐
Los propietarios de coches de bajo consumo, híbridos o eléctricos no deberían tener que pagar cuotas en función de los kilómetros que conduzcan porque pagar menos por conducir es uno de los incentivos para comprar este tipo de vehículos.	☐	☐	☐	☐	☐
Los propietarios de coches de bajo consumo, híbridos o eléctricos deberían tener que pagar cuotas en función de los kilómetros que conduzcan porque no están pagando impuestos por la gasolina.	☐	☐	☐	☐	☐
Me preocupa cómo se registrarían mis kilómetros y cómo se vería afectada mi privacidad	☐	☐	☐	☐	☐
Me preocupa que se cobren cuotas a los viajeros en función de los kilómetros que conduzcan porque podría ser perjudicial para las personas con ingresos más bajos	☐	☐	☐	☐	☐

Acerca de usted**14) Género**

- ☐ Femenino
- ☐ Masculino
- ☐ Género no binario
- ☐ No desea indicarlo

15) ¿En qué año nació?

16) ¿Cuántos años lleva viviendo en la región de Sacramento?

- ☐ Menos de 1
- ☐ 1-5
- ☐ 6-10
- ☐ 11-15
- ☐ 16-20
- ☐ Más de 20

17) ¿Cuál es su raza?

- ☐ Afroamericana/negra
- ☐ Asiática
- ☐ Hispana/latina
- ☐ Caucásica/blanca
- ☐ Dos o más razas
- ☐ Indio americano/nativo de Alaska
- ☐ Nativo de Hawái, otras islas del Pacífico
- ☐ Otro
- ☐ Prefiero no decirlo

18) ¿Cuál es su código postal?**19) ¿Cuál es el ingreso anual de su hogar?**

- ☐ Menos de \$15,000
- ☐ \$15,000 - \$24,999
- ☐ \$25,000 - \$34,999
- ☐ \$35,000 - \$49,999
- ☐ \$50,000 - \$74,999
- ☐ \$75,000 - \$99,999
- ☐ \$100,000 - \$149,999
- ☐ \$150,000 - \$199,999
- ☐ Más de \$200,000
- ☐ Prefiero no decirlo



Help create a Regional Transit Network



Calling all community members in Yolo, Yuba, Sutter, Placer, Sacramento, and El Dorado counties:

The Sacramento Area Council of Governments (SACOG) is embarking on a process to improve the level of transit service across the region and provide easy transit connections between cities and counties. Come share your input on how a better regional transportation network would benefit you during one of the two virtual workshops.

Join us to learn about

- The Regional Transit Network Plan
- Proposed transit corridors
- How you can provide input

Virtual Workshop Details

- Each workshop will cover the same material
- Interpretations will be available in Chinese and Spanish (if you require interpretations, please register at least 72 hours in advance of the workshop)
- Closed captioning provided.

Registration is encouraged to attend.

VIRTUAL WORKSHOP #1:

Wednesday, April 19
From 12:00-1:30 PM

VIRTUAL WORKSHOP #2:

Thursday, April 20
from 5:00-6:30 PM



Registration is encouraged to attend. Scan the QR code
or visit <https://www.sacog.org/regional-transit-network>
for more information.



Título: Ayudar a crear una Red Regional de Tránsito



Una llamada a todos los miembros de la comunidad de los condados de Yolo, Yuba, Sutter, Placer, Sacramento y El Dorado:

El Consejo de Gobiernos del Área de Sacramento (SACOG) está embarcado en un proceso para mejorar el nivel del servicio de transporte público en toda la región y facilitar las conexiones de transporte público entre ciudades y condados. Venga a compartir su opinión sobre cómo le beneficiaría una mejor red de transporte regional durante uno de los dos talleres virtuales.

Acompañenos para informarse sobre

- El Plan de la Red Regional de Tránsito
- Corredores de tránsito propuestos
- Cómo puede contribuir

Detalles del taller virtual

- Cada taller abarcará el mismo material
- Habrá intérpretes en chino y español (si necesita intérpretes, inscribise al menos 72 horas antes del taller).
- Se proporcionan subtítulos.

Se recomienda inscribirse para asistir.

TALLER VIRTUAL

Nº 1

miércoles, 19 de abril

12:00-1:30 PM

TALLER VIRTUAL

Nº 2

jueves, 20 de abril

5:00-6:30 PM



Fuente: <https://www.flickr.com/photos/viriyincy/8429332638/>

Fuente: Ciudad de Seattle



Se recomienda inscribirse para asistir. Escanee el código QR o visite <https://www.sacog.org/regional-transit-network> para obtener más información.



Title: 帮忙创建一个区域公共交通网络



Yolo、Yuba、Sutter、Placer、Sacramento和El Dorado各县的所有社区成员请注意：

沙加缅度地区政府议会 (SACOG) 正在着手一项进程，用意在改善整个地区公共交通的服务水平，并且在各市、县之间提供容易的公共交通连接。请你来，在两个虚拟研讨会任一个举行时，分享你认为一个更好的区域交通网络将如何使你受益的意见。

加入我们，了解一下

- 这个区域公共交通网络计划
- 建议中的各个公共交通走廊
- 你可以如何提供意见

虚拟研讨会详情

- 每个研讨会将涵盖同样的材料
- 将提供中文和西班牙语的口译服务(如果你需要口译服务，请至少于研讨会召开前72小时注册)
- 提供闭路字幕。

鼓励注册参加。

虚拟研讨会#1
4月19日星期三
时间 12:00-1:30 PM

虚拟研讨会 #2
4月20日星期四 时间
下午 5:00-6:30 PM



来源: <https://www.flickr.com/photos/viriyincy/8429332638/>

资料来源: 西雅图市



鼓励注册参加。想得到更多资讯，请扫描二维码或上网访问
<https://www.sacog.org/regional-transit-network>。

مجلس حكومات منطقة ساكرامنتو خطة تطوير شبكة العبور الإقليمية



خلفية عن خطة التطوير

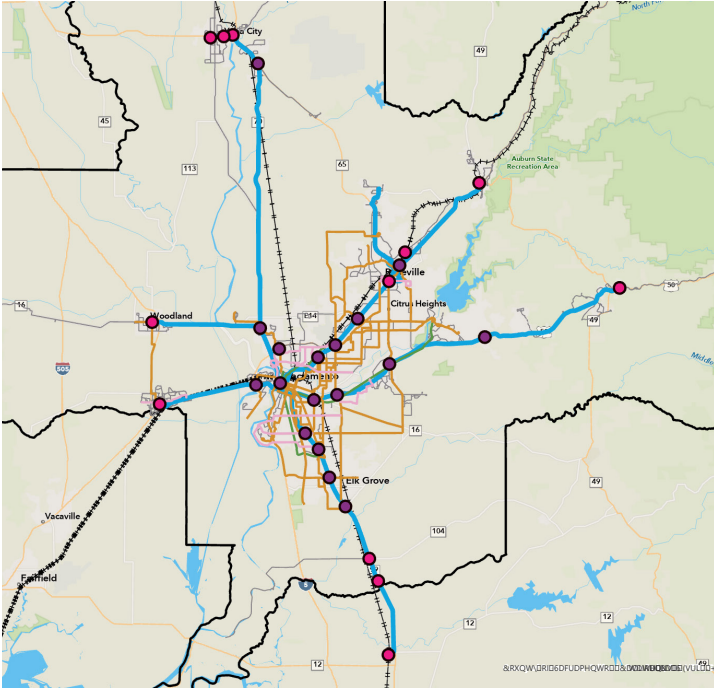
في عام ٢٠٢١ ، أجرى مجلس حكومات منطقة ساكرامنتو (SACOG) دراسة النقل للجيل التالي وسلط الضوء على الحاجة إلى تحسين السفر الإقليمي في السنوات والعقود القادمة. واليوم ، تتخذ (SACOG) الخطوة الأولى في وضع قائمة بممرات العبور الإقليمية للاستثمار في المستقبل من خلال خطة شبكة العبور الإقليمية.

ما هي خطة النقل الإقليمية؟

لقد تغيرت منطقة ساكرامنتو الكبرى بشكل كبير في السنوات الأخيرة مع التغير السريع في عدد السكان ، ومراكز التوظيف الجديدة ، وزيادة الازدحام المروري ومخاوف السلامة ، واحتياجات السفر المختلفة. تهدف هذه الخطة إلى تحسين مستوى خدمة النقل عبر المنطقة وتوفير وصلات عبور سهلة بين المدن والمحافظات.

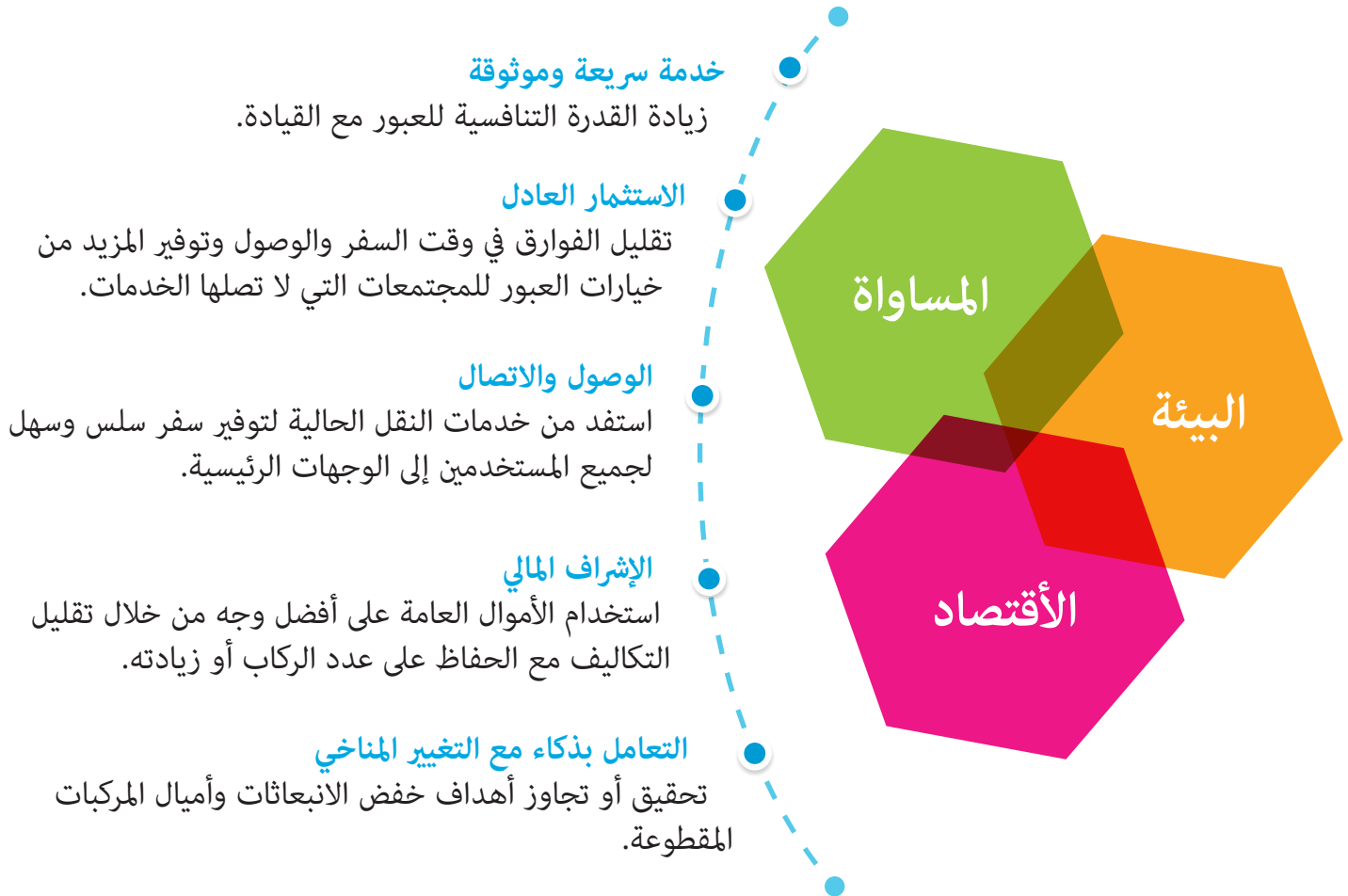
ما هو ممر العبور؟

تخيل لو كان لديك الخيار لاتخاذ عبور معظم الأماكن التي تريد أن تذهب إليها. تتوسع هذه الشبكة على خدمة النقل الحالية لأولئك الذين يرغبون في ركوب نظام عبور سريع وموثوق وآمن من خلال إنشاء ممرات عبور بها محطات توقف أقل ويمكنها السفر بشكل أسرع. ستكون قادرا على ركوب مسافات أطول في نفس الوقت أو أقل مما يتطلبه الأمر للقيادة ، إلى المزيد من الوجهات ، في أوقات أكثر خلال اليوم.





الأهداف والغايات: الهدف العام للدراسة هو تطوير شبكة عبور إقليمية تلبي الرؤية المشتركة لشركاء الوكالة ومشغلي النقل والمجتمع



Sacramento Area Council of Governments: Regional Transit Network Development Plan



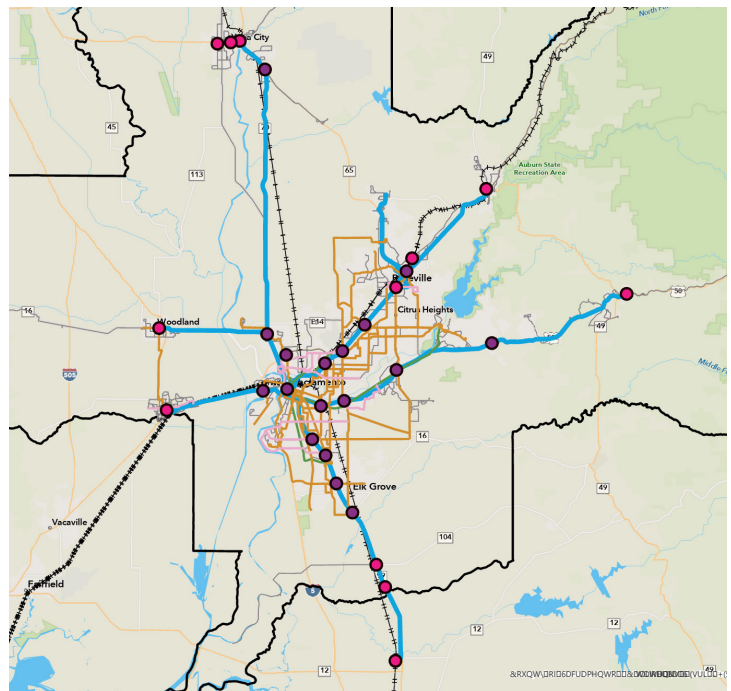
Keebkwm

Nyob rau xyoo 2021, Sacramento Area Council of Governments (SACOG) tau los muab kev tshawb kawm txog tsheb pejxeem (public transit) caij rau Next Generation Transit Study thiab qhia txog tej yam tseem ceeb uas yuav tau txhim kho kev ncig mus los rau cheeb tsam no rau ntau xyoo (decades) tom ntej no. Hnub no, SACOG tau rho thawj kauj tsuam los tsim daim teev txog cov kev cheeb tsam no rau kev nqig peev mus rau hauv Regional Transit Network Plan.

Regional Transit Network Plan yog dabtsi?

Tau ntau lub xyoo los no cheeb tsam Sacramento Region tau hloov ntau lawm, neeg coob sai heev tuaj, ntau qhov chaw haujlwm tshiab, tsheb coob tuaj thiab txhawj tsam muaj kev phom sij, thiab kev caij tsheb mus los. Lub hom phiav no yog npaj txhim kho kom muaj kev khiav tsheb caij mus thoob plaws rau ib cheeb tsam no thiab kom muaj tsheb caij txuas ib lub zos mus rau ib lub zos kom yooj yim.

Cov kev tsheb pejxeem (public transit) sib txuas niaj hnub siv tam sim no yuav ua qhov chaw pib nthuav tawm kom dav tuaj nyob rau hauv lub homphiaj yuav npaj no. Pab neeg khiav haujlwm tau tsim qhov chaw pib (system) los tsim cov kev npav tshiab, raws suam muaj neeg nyob coob, chaw ua haujlwm, thiab kom muaj rau cheeb tsam toob kas tshaj plaws. Hauv lub zos muaj tsheb pejxeem caij yuav saib zoo kom cov kev no yuav khiav zoo rau cov neeg caij.



Transit corridor yog dabtsi?

Koj sim xav seb yog tias muaj ntau txoj kev caij cov tsheb pejxeem (public transit corridor) mus rau ntau qhov chaw uas koj xav mus nws yuav zoo. Qhov muaj ntau txoj kev ib txoj txuas mus rau ib txoj rau cov xav caij mus kom sai, tso siab tau thiab tsis muaj kev phom si vim tsis muaj ntau qhov chaw nres yuav txog chaw sai dua. Koj yuav caij tau mus deb dua thiab yuav txog chaw sai tshaj yus tsa, yuav mus tau ntau qhov chaw thiab yuav seem sijhawm ntau rau yus hnub ntawd thiab.



Project Timeline (Sijhawm Npaj Ua Tejnum)



Homphiaj & Yam Xav Kom Tias:

Tag nrho txhua yam kev kawm txog yam xav ua kom tias no yog yuav los tsim kom muaj qhov kev sib koom tes ua kom muaj kev tsheb npav rau cheeb tsam no uas yuav raws li sawv daws lub zeem muag los sib koom, koom khiav, thiab ntawm lub koom txoos (community).



Tsom rau tus QR khauj (Scan QR code) los sis yog xav paub
ntau tshaj ntxiv no mus rau ntawm
<https://www.sacog.org/regional-transit-network>



Совет по управлению районом Сакраменто: План развития Региональной транзитной сети



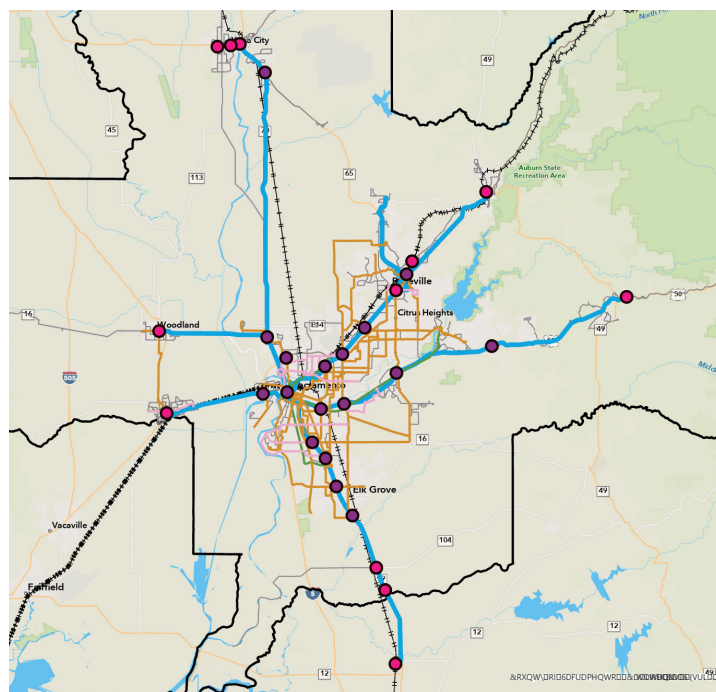
Справочная информация

В 2021 году Совет правительств района Сакраменто (SACOG) провел исследование транзита следующего поколения и подчеркнул необходимость улучшения региональных поездок в ближайшие годы и десятилетия. Сегодня SACOG делает первый шаг в разработке списка региональных транзитных коридоров для будущих инвестиций в рамках плана Региональной транзитной сети.

Что такое план Региональной транзитной сети?

За последние годы регион Сакраменто значительно изменился: быстро меняется численность населения, появляются новые центры занятости, увеличивается загруженность дорог и растет тревога по вопросам безопасности, а также меняются потребности в поездках. Данный план направлен на повышение уровня транзитного обслуживания в регионе и обеспечение удобного транзитного сообщения между городами и округами.

Существующая транзитная сеть послужила отправной точкой для разработки плана. Команда проекта создала на основе этой системы новые транзитные коридоры, основываясь на таких факторах, как численность населения, занятость и обслуживание районов, где люди больше всего нуждаются в транзите. Благодаря практическому руководству со стороны местных поставщиков транзитных услуг система обслуживания пассажиров должна эффективно работать.



Что такое транзитный коридор?

Представьте себе, что у вас есть возможность ездить на транспорте в большинство мест, куда вы хотите попасть. Эта сеть расширяет существующие транзитные услуги для тех, кто хочет ездить по быстрой, надежной и безопасной транзитной системе, создавая транзитные коридоры, которые имеют меньше остановок, так что можно ездить быстрее. Вы сможете преодолевать большие расстояния за то же самое или меньшее время, чем на машине, прибывать к большому количеству пунктов назначения и проделывать это большее количество раз в течение дня.



Временные рамки проекта



Цели и задачи:

Общая цель исследования заключается в развитии региональной транзитной сети, которая отвечает общему видению партнеров агентства, транзитных операторов и общества.



Отсканируйте QR-код или посетите вебсайт
<https://www.sacog.org/regional-transit-network>
для дополнительной информации.



Tell Us About Your Transit Needs



We want to know if bus, dial-a-ride, paratransit, or light rail services are meeting your needs.

Your local transit operators and the regional transportation planning agency, the Sacramento Area Council of Governments, are looking for comments and suggestions that will help plan and improve transit services in Sacramento, Yolo, Yuba and Sutter counties.

You can share your comments on transit services in a number of ways:



Email Comments:

transitneeds@sacog.org



Online Comments:

sacog.org/unmet



Phone/Text Comments:

(916) 692-0039



Mail Comments:

SACOG Attn: Unmet Transit Needs
1415 L Street, Suite 300
Sacramento, CA 95814

**All comments must be received by,
November 17, 2023.**

WE ARE ALSO SEEKING YOUR INPUT ON SACOG'S EFFORTS RELATED TO:

Coordinated Plan



Title VI



Please use the comment information listed on each webpage to share your thoughts on these topics with us.

PARTICIPATE IN AN UNMET TRANSIT NEEDS EVENT:

HISTORIC FOLSOM FARMER'S MARKET

Saturday, October 28, 2023, at 8 AM

Historic Folsom Plaza

Sutter Street at Reading Street, Folsom, CA

*Spanish interpretation will be provided.

Transit Access: SacRT Gold Line Light Rail – Historic Folsom Station. SacRT Go paratransit is available for riders with qualifying disabilities.

SACRAMENTO COUNTY HEARING (GALT)

Tuesday, October 24, 2023, at 1:00 PM

Galt City Council Chambers

380 Civic Drive, Galt, CA

*Spanish interpretation will be provided.

Transit Access: SCT Link General Public Dial-a-Ride (City of Galt only), Delta Route, and Highway 99 Express.

4-COUNTY REGIONAL REMOTE HEARING

Monday, October 23, 2023, at 6:00 PM

Zoom Meeting ID: 838 3395 6667

*Spanish interpretation will be provided.

Language interpretation will only be available via Zoom online or the app.

Join the Remote Hearing via laptop, computer, or smartphone: www.zoom.us or via the Zoom app.

Remote Hearing phone access: 1-888-475-4499 or 1-877-853-5257 US toll-free.

Note: Comments on all transit services in the four counties will be accepted at all Unmet Transit Needs meetings. Comments on Title VI and the Coordinated Plan in the six counties will be accepted at all meetings.

To arrange for non-English language or sign language interpretation for deaf persons, please call (916) 340-6226 or email transitneeds@sacog.org at least 72 hours prior to the meeting. All meetings are accessible to persons with disabilities.



1415 L Street, Suite 300
Sacramento, CA 95814
tel 916.321.9000
www.sacog.org



Cuéntanos sobre tus necesidades de tránsito



Queremos saber si el autobús, paratransito, Dial-A-Ride, o tren ligero satisfacen sus necesidades. Sus operadores locales de tránsito público y la agencia regional de planificación de transporte, el Sacramento Area Council of Governments, están buscando comentarios y sugerencias que nos ayuden a planificar y mejorar los servicios de tránsito en los condados de Sacramento, Yolo, Yuba, y Sutter.

Puede compartir sus comentarios sobre los servicios de tránsito de varias maneras:



Comentarios por email:
transitneeds@sacog.org



Comentarios por teléfono/texto:
(916) 692-0039



Comentarios por Internet:
sacog.org/unmet



Comentarios por correo:
SACOG Atención:
Unmet Transit Needs
1415 L Street, Suite 300
Sacramento, CA 95814

Todos los comentarios deben recibidas antes del 17 de Noviembre, 2023.

TAMBIÉN ESTAMOS BUSCANDO SU OPINIÓN SOBRE LOS ESFUERZOS DE SACOG RELACIONADOS CON:

Plan Coordinado



Título VI



Utilice la información de comentarios que aparece en cada página web para compartir sus pensamientos sobre estos temas con nosotros.

Asiste a una reunión de necesidades tránsito local:

MERCADO DE AGRICULTORES HISTÓRICO DE FOLSOM

Sábado, 28 de Octubre, 2023, a 8 AM
Plaza Histórica de Folsom
Sutter Street en Reading Street, Folsom, CA

*Se proporcionará interpretación al Español.

Acceso en Tránsito: SacRT tren ligero (Línea de Oro) – Historic Folsom Station. El paratransito SacRT Go está disponible para pasajeros con discapacidades que califican.

REUNIÓN POR CONDADO DE SACRAMENTO (GALT)

Martes, 24 de Octubre, 2023, a 1:00 PM
Cámaras del Consejo de la Ciudad de Galt
380 Civic Drive, Galt, CA

*Se proporcionará interpretación al Español.

Acceso en Tránsito: SCT Link Público General Dial-a-Ride (Ciudad de Galt solamente), Ruta Delta, Autopista 99 Expreso.

REUNIÓN REMOTA REGIONAL DE 4 CONDADOS

Lunes, 23 de Octubre, 2023, a 6:00 PM
Zoom ID de Reunión: 838 3395 6667

*Se proporcionará interpretación al Español.

La interpretación de idiomas solo estará disponible a través de Zoom en línea / aplicación. Únase a una reunión a través de una computadora portátil, computadora o teléfono inteligente: www.zoom.us o mediante la aplicación Zoom. Acceso telefonico: 1-888-475-4499 o 1-877-853-5257 sin cargo en EE. UU.

Nota: Se aceptarán comentarios sobre todos los servicios de tránsito en los cuatro condados en todas las audiencias. Los comentarios sobre el Título VI y el Plan Coordinado en los seis condados serán aceptados en todas las reuniones.

Para organizar la traducción del idioma o la interpretación del lenguaje de señas para sordos, llame al (916) 340-6226 o email transitneeds@sacog.org al menos 72 horas antes de la reunión. Las reuniones son accesibles para personas con discapacidad.



1415 L Street, Suite 300
Sacramento, CA 95814
tel 916.321.9000
fax 916.321.9551
www.sacog.org



Regional Transit



paratransit
creating independent through transit inc.



Tell Us About Your Transit Needs



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Coordinated Plan



Title VI



Please use the comment information listed on each webpage to share your thoughts on these topics with us.

Participate in an Unmet Transit Needs Event:

SUTTER AND YUBA COUNTIES HEARING

Wednesday, October 25, 2023, at 1:00 PM

Yuba County Government Center: Marysville Room
915 8th Street, Marysville, CA

Transit Access: Yuba-Sutter Transit Routes 1 and 4.
Yuba-Sutter Dial-a-Ride service is available for riders with qualifying disabilities or seniors (65+).

4-COUNTY REGIONAL REMOTE HEARING

Monday, October 23, 2023, at 6:00 PM

Zoom Meeting ID: 838 3395 6667

*Spanish interpretation will be provided.

Language interpretation will only be available via Zoom online or the app.

Join the Remote Hearing via laptop, computer, or smartphone: www.zoom.us or via the Zoom app.
Remote Hearing phone access: 1-888-475-4499 or 1-877-853-5257 US toll-free.

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To arrange for non-English language or sign language interpretation for deaf persons, please call (916) 340-6226 or email transitneeds@sacog.org at least 72 hours prior to the meeting. All meetings are accessible to persons with disabilities.



1415 L Street, Suite 300
Sacramento, CA 95814
tel 916.321.9000
www.sacog.org

Yuba-Sutter Transit



Cuéntanos sobre tus necesidades de tránsito



Queremos saber si el autobús, paratransito, Dial-A-Ride, o tren ligero satisfacen sus necesidades. Sus operadores locales de tránsito público y la agencia regional de planificación de transporte, el Sacramento Area Council of Governments, están buscando comentarios y sugerencias que nos ayuden a planificar y mejorar los servicios de tránsito en los condados de Sacramento, Yolo, Yuba, y Sutter.

Puede compartir sus comentarios sobre los servicios de tránsito de varias maneras:



Comentarios por email:
transitneeds@sacog.org



Comentarios por teléfono/texto:
(916) 692-0039



Comentarios por Internet:
sacog.org/unmet



Comentarios por correo:
SACOG Atención:
Unmet Transit Needs
1415 L Street, Suite 300
Sacramento, CA 95814

Todos los comentarios deben recibidas antes del 17 de Noviembre, 2023.

TAMBIÉN ESTAMOS BUSCANDO SU OPINIÓN SOBRE LOS ESFUERZOS DE SACOG RELACIONADOS CON:

Plan Coordinado



Título VI



Utilice la información de comentarios que aparece en cada página web para compartir sus pensamientos sobre estos temas con nosotros.

Asiste a una reunión de necesidades tránsito local:

REUNIÓN POR LOS CONDADOS SUTTER Y YUBA

Miércoles, 25 de Octubre, 2023, a 1:00 PM
Centro de Gobierno del Condado de Yuba
915 8th Street, Marysville, CA

Acceso en Tránsito: Rutas de Yuba-Sutter Transit 1 y 4. Yuba-Sutter Transit Dial-a-Ride estará disponible para aquellos con discapacidad y personas 65 años o mas que viajan a Marysville.

REUNIÓN REMOTA REGIONAL DE 4 CONDADOS

Lunes, 23 de Octubre, 2023, a 6:00 PM
Zoom ID de Reunión: 838 3395 6667

*Se proporcionará interpretación al Español.

La interpretación de idiomas solo estará disponible a través de Zoom en línea / aplicación. Únase a una reunión a través de una computadora portátil, computadora o teléfono inteligente: www.zoom.us o mediante la aplicación Zoom. Acceso telefonico: 1-888-475-4499 o 1-877-853-5257 sin cargo en EE. UU.

Nota: Se aceptarán comentarios sobre todos los servicios de tránsito en los cuatro condados en todas las audiencias. Los comentarios sobre el Título VI y el Plan Coordinado en los seis condados serán aceptados en todas las reuniones.

Para organizar la traducción del idioma o la interpretación del lenguaje de señas para sordos, llame al (916) 340-6226 o email transitneeds@sacog.org al menos 72 horas antes de la reunión. Las reuniones son accesibles para personas con discapacidad.



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Yuba-Sutter Transit



Tell Us About Your Transit Needs



We want to know if bus, dial-a-ride, paratransit, or light rail services are meeting your needs.

Your local transit operators and the regional transportation planning agency, the Sacramento Area Council of Governments, are looking for comments and suggestions that will help plan and improve transit services in Sacramento, Yolo, Yuba and Sutter counties.

You can share your comments on transit services in a number of ways:



Email Comments:

transitneeds@sacog.org



Online Comments:

sacog.org/unmet



Phone/Text Comments:

(916) 692-0039



Mail Comments:

SACOG Attn: Unmet Transit Needs
1415 L Street, Suite 300
Sacramento, CA 95814

**All comments must be received by,
November 17, 2023.**

WE ARE ALSO SEEKING YOUR INPUT ON SACOG'S EFFORTS RELATED TO:

Coordinated Plan



Title VI



Please use the comment information listed on each webpage to share your thoughts on these topics with us.

PARTICIPATE IN AN UNMET TRANSIT NEEDS EVENT:

DAVIS FARMER'S MARKET

Wednesday, November 1, 2023, at 3 PM

Central Park

3rd Street at C Street, Davis, CA

*Spanish interpretation will be provided.

Transit Access: Unitrans Routes O, M, P and Q and Yolobus Routes 42A and 42B. Davis Community Transit is available for riders traveling within Davis that have qualifying disabilities. Yolobus Special is available for riders traveling within Yolo County that have qualifying disabilities.

4-COUNTY REGIONAL REMOTE HEARING

Monday, October 23, 2023, at 6:00 PM

Zoom Meeting ID: 838 3395 6667

*Spanish interpretation will be provided.

Language interpretation will only be available via Zoom online or the app.

Join the Remote Hearing via laptop, computer, or smartphone: www.zoom.us or via the Zoom app.

Remote Hearing phone access: 1-888-475-4499 or 1-877-853-5257 US toll-free.

Note: Comments on all transit services in the four counties will be accepted at all Unmet Transit Needs meetings. Comments on Title VI and the Coordinated Plan in the six counties will be accepted at all meetings.

To arrange for non-English language or sign language interpretation for deaf persons, please call (916) 340-6226 or email transitneeds@sacog.org at least 72 hours prior to the meeting. All meetings are accessible to persons with disabilities.



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Cuéntanos sobre tus necesidades de tránsito



Queremos saber si el autobús, paratransito, Dial-A-Ride, o tren ligero satisfacen sus necesidades. Sus operadores locales de tránsito público y la agencia regional de planificación de transporte, el Sacramento Area Council of Governments, están buscando comentarios y sugerencias que nos ayuden a planificar y mejorar los servicios de tránsito en los condados de Sacramento, Yolo, Yuba, y Sutter.

Puede compartir sus comentarios sobre los servicios de tránsito de varias maneras:



Comentarios por email:
transitneeds@sacog.org



Comentarios por teléfono/texto:
(916) 692-0039



Comentarios por Internet:
sacog.org/unmet



Comentarios por correo:
SACOG Atención:
Unmet Transit Needs
1415 L Street, Suite 300
Sacramento, CA 95814

Todos los comentarios deben recibidas antes del 17 de Noviembre, 2023.

TAMBIÉN ESTAMOS BUSCANDO SU OPINIÓN SOBRE LOS ESFUERZOS DE SACOG RELACIONADOS CON:

Plan Coordinado



Título VI



Utilice la información de comentarios que aparece en cada página web para compartir sus pensamientos sobre estos temas con nosotros.

Asiste a una reunión de necesidades tránsito local:

MERCADO DE AGRICULTORES DE DAVIS

Miércoles, 1 de Noviembre, 2023, a 3 PM

Parque Central

3rd Street en C Street, Davis, CA

*Se proporcionará interpretación al Español.

Acceso en Tránsito: Unitrans Rutas O, M, P y Q y Yolobus Rutas 42A y 42B. Davis Community Transit está disponible para pasajeros que viajan dentro de Davis que tienen discapacidades que califican. Yolobus Special está disponible para pasajeros que viajan dentro del condado de Yolo que tienen discapacidades que califican.

REUNIÓN REMOTA REGIONAL DE 4 CONDADOS

Lunes, 23 de Octubre, 2023, a 6:00 PM

Zoom ID de Reunión: 838 3395 6667

*Se proporcionará interpretación al Español.

La interpretación de idiomas solo estará disponible a través de Zoom en línea / aplicación. Únase a una reunión a través de una computadora portátil, computadora o teléfono inteligente: www.zoom.us o mediante la aplicación Zoom. Acceso telefonico: 1-888-475-4499 o 1-877-853-5257 sin cargo en EE. UU.

Nota: Se aceptarán comentarios sobre todos los servicios de tránsito en los cuatro condados en todas las audiencias. Los comentarios sobre el Título VI y el Plan Coordinado en los seis condados serán aceptados en todas las reuniones.

Para organizar la traducción del idioma o la interpretación del lenguaje de señas para sordos, llame al (916) 340-6226 o email transitneeds@sacog.org al menos 72 horas antes de la reunión. Las reuniones son accesibles para personas con discapacidad.



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Sacramento Region
Travel Info

公車，輕軌， 腳踏車和步行 指南

萬不要在高速公路上騎行，除非交通標誌允許這樣做。騎腳踏車行近十字路口和車道時，應減慢速度，小心騎行，並禮讓行人。

不要在人行道上騎車。

如果在晚上騎車，按法律規定，必須在車前打亮白燈，車尾打亮紅燈。州法律還規定，騎腳踏車者必須遵守交通法規，包括遵守交通訊號燈、停車/禮讓標誌或其他標誌。



左轉



右轉



減速和停車



巴士

剛開始搭乘巴士時，應當請懂英文的朋友幫助您。搭乘巴士時，應當將巴士車號、轉乘站和目的站用英文寫在紙上。有些捷運公司不提供轉乘服務，出行之前請先確認您可以獲得轉乘服務。

至少提前5分鐘到巴士站，並在路邊等巴士。

抵達巴士站之前，應先判斷車費是否適合您的旅行，包括轉乘所需要的額外費用。準備好車費以及必要的零錢。

坐輪椅者、殘障人士或行動不便的人士可以使用輪椅升降梯上車。



步行

行人指步行者。行人應當走人行道。如果沒有人行道，行人必須走街道左邊，面向來車行走。

不要在街道中間步行。

如有可能，應該走有標誌的拐角斑馬線穿越街道。行人應當在街道拐角處過街，除非那裏有禁止穿行的標誌。如果要從街道中段過街，必須要有標明的斑馬線。

過街之前，一定要左右看。在過街時，應該用眼神向附近的駕駛者示意，確保他們看到您。始終遵守交通標誌和訊號。

切勿在高速公路上步行。



腳踏車

騎腳踏車之前，確保您的腳踏車能正常行駛。

騎腳踏車者可以使用所有街道，無論是否有腳踏車道。汽車駕駛者和騎腳踏車者都依循相同的法律。

騎腳踏車時，應始終在道路右邊騎行，與車流方向一致，並穿著明亮顏色的衣服和頭盔。如果是單行道，應始終與車流方向保持一致。

如果有腳踏車道，應使用腳踏車道。如果沒有腳踏車道，則應在公路上騎行，千



很多巴士有攝像機，所有巴士都有雙向無線電。

駕駛者與警察密切合作，以確保安全。

如果您在巴士上站立，請使用扶手，切勿站在車梯上。

要讓巴士停車，請拉一下窗口邊的停車繩或按一下停車條，您必須等巴士至少開出一站後才能下車。

下車時請按開門按鈕或推開車門，從後門一步一步下車。



輕軌

開始搭乘輕軌時，應當請懂英文的朋友幫助您。搭乘輕軌時，應當將輕軌車號、轉乘站和目的站用英文寫在紙上。

所有輕軌車站均提供車票資訊。

所有輕軌車站均提供自動售票機，登車之前應先在售票機上買票或核驗車票。

至少提前五分鐘到車站，在藍線後面等列車停住，要登上輕軌，請按門上的按鈕。

坐輪椅者、殘障人士、行動不便的人士或推嬰兒車的人士可以使用車站的坡道或升降梯上輕軌。登上列車之前，嬰兒車應當疊起。

每節輕軌車廂最多允許放四輛腳踏車，兩輛放在前面，兩輛放在後面，但第一節車廂除外，因為前面要為坐輪椅者留出空間。

要請求停車，請按門口的停車按鈕。

如果要下車，請按停車按鈕/在列車停止後按開門按鈕。如果車門開始關閉，請站到車梯的最下一層，或再次按停車/開門按鈕。

輕軌車站有警察和保安巡邏。如果您在輕軌上需要幫助，請與列車前面的乘務員聯絡。

如有緊急情況，請撥911。

如果想瞭解您所在區域的時刻表和線路，請致電511，或瀏覽www.sacregion511.org。如果您不會講英文，可以請會講英文的朋友幫忙。有關巴士、輕軌、腳踏車和步行資訊的印製材料，請瀏覽www.sacregion511.org



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Sacramento Region
Travel Info



Sacramento Region
Travel Info

How to Travel by Bus, Light Rail, Bicycle and Walking



Walking

Pedestrians are people who are walking. Pedestrians should use sidewalks. When sidewalks are not available, pedestrians must walk on the left side of the street, facing traffic.

Do not walk in the street.

Cross at a marked corner crosswalk where possible.

Pedestrians should cross streets at corners. Pedestrians can cross at any corner, unless signs forbid it. Only cross mid-block where there is a marked crosswalk.

Always look both ways before crossing the street. When crossing, make eye contact with nearby drivers, to make sure they see you. Always obey traffic signs and signals.

Never walk on freeways.

Use bicycle lanes when available. When no bicycle lane is available, stay on the road and never ride on a freeway unless it is posted to do so.

Slowly and carefully approach intersections and drive-ways while riding a bicycle and yield to pedestrians.

Don't ride on the sidewalks.

If riding at night, a white light in front and a red light in back are required by law. State law also requires bicyclists to follow traffic laws including obeying traffic light signals, and stop/yield or other signs.



Left turn



Right turn



Slowing and
Stopping



Bus

When riding the bus, have your bus numbers, any transfers, and destination written down on a piece of paper. Not all transit providers accept transfers, please confirm if you can use transfers before you travel.

Arrive at least 5 minutes early to the bus stop and stay on the curb until the bus stops.

Determine the appropriate fare payment for your trip prior to arriving at the bus stop, including extra money needed for transfers. Have your money ready, exact change is required.

People in wheelchairs or who have disabilities or mobility issues can board buses on the wheelchair lift.



Bicycle

Before starting bicycling, make sure your bicycle is working properly.

Bicyclist may use all streets, even those without bike lanes. The same laws that apply to motorists, apply to bicyclists.

When bicycling, always ride on the right side of the road with the flow of traffic and wear bright-colored clothing and a helmet. If on a one-way road, always ride with the direction of traffic.



Many buses have video cameras and all have a two-way radio.

Drivers work closely with police to ensure safety.

If you are standing on the bus, use the handrails and never stand in stairwells.

To stop the bus, pull the cord near the window or press the strip, at least one block before you want to get off.

Get off the bus at the back door, by pressing the door open button, stepping down or pushing the door open.



Light Rail

When riding the light rail, have your light rail line, any transfers and destination written down on piece of paper.

Ticket information is available at all light rail stations.

Tickets must be purchased or validated in advance of boarding at a ticket vending machine located at all light rail stations.

Arrive at least five minutes early to the station, stand behind yellow line until the train has stopped. To board the light rail, push the button on the door.

People in wheelchairs or who have disabilities, difficulty walking, or strollers may board light rail using the ramps or lifts located at each station. Strollers should be folded up before getting on the train.

Up to four bicycles per car are allowed on light rail, two in front and two in back, except for the first car where space is left in front for people in wheelchairs.

To request a stop, press the stop request button at the doorway.

To exit, press the stop request/door open button when the train has stopped. If the door begins to close, step on the bottom step or press the stop request/door open button again.

Light rail stations are patrolled by police and security. If you need help while on light rail, contact the train operator at the front of the train.

In case of an emergency, call 911.

For schedules and routes in your area...

call 511 or go to www.sacregion511.org. If you do not speak English, ask an English-speaking friend to help.

Printed materials with information on bus, light rail, bicycling and walking are available at:
www.sacregion511.org



S A C O G

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Sacramento Region
Travel Info



Sacramento Region
Travel Info

Yuav caij Tsheb Npad (Bus), Tsheb Ciav Hlau, Tsheb Kauj Vab thiab Mus Kaw Taw tau li cas



Mus Ko Taw

Cov neeg taug kev yog cov tib neeg uas mus ko taw. Cov neeg taug kev yuav tau siv sab kev mus ko taw. Thaum sab kev mus ko taw tsis muaj lawm, cov neeg taug kev yuav tsum mus kev nyob rau sab laug ntawm txoj kev, tig ntsej muag mus rau sab tsheb khiav.

Tsis txhob mus kev hauv plawv kev.

Hla ntawm ces kaum qhov chaw ntaus cim kev hla uas ntxim li hla tau.

Cov neeg taug kev yuav tau hla kev nyob ntawm cov ces kaum. Cov neeg taug kev tuaj yeem hla nyob ntawm txhua lub ces kaum, tshwj yog hais tias muaj daim paib txwv hla. Hla kiag ntawm nrab ke qhov uas muaj daim cim kev hla.

Ntsia ob tog kev tas li ua ntej hla txoj kev. Thaum tab tom hla, ntsia mus rau cov neeg tsheb uas los ze, kom paub meej hais tias lawv pom koj. Ua raws cov paib qhia kev thiab cov ntsais teeb qhia kev tas li. Ib txwm tsis taug kev saum txoj kev khiav tsheb ceev.



Tsheb Kauj Vab

Ua ntej yuav caij tsheb kauj vab, paub kom meej tias koj lub tsheb kauj vab siv tau zoo.

Tus neeg caij tsheb kauj vab kuj yuav siv txhua hom kev, txawm hais tias yog txoj kab rau tsheb kauj vab. Tib txoj cai uas siv rau cov neeg caij mos taus, siv rau cov neeg caij tsheb kauj vab.

Thaum caij tsheb kauj vab, caij nyob rau sab xis ntawm txoj kev tas li raws kev khiav tsheb thiab hnav khaub ncaws kob pom tseeb thiab ntoo kos mom tawv. Yog hais tias nyob rau txoj kev ib seem xwb, caij mus raws seem uas tsheb khiav tas li.

Siv txoj kev caij tsheb kauj vab thaum muaj. Thaum tsis muaj txoj kev caij tsheb kauj vab, nyob twj ywm ntawm txoj kev thiab tsis txhob caij mus saum txoj kev tsheb khiav ceev ceev tshwj tias yog nws raug lo paib kom caij tau. Maj mam thiab ceev faj thaum ze txoj kev tshuam thiab txoj kev tawm ntawm tsev tuaj thaum caij tsheb kauj vab thiab zam rau cov neeg taug kev.

Txhob caij saum txoj kev mus taw.

Yog hais tias caij thaum hmo ntuj, xav kom taws teeb dawb pem hauv ntej thiab teeb liab nram qab raws txoj kev cai lij coj. Txoj kev cai lij coj ntawm xeev kuj tseem xav kom cov neeg caij tsheb kauj vab ua raws txoj cai khiav tsheb xam nrog kev ua raws cov teeb qhia khiav tsheb, thiab nres/zam kev lossis lwm yam paib.



Lem Sab Laug



Lem Sab Xis



Maj Mam thiab
Nres



Tsheb Npav (Bus)

Thawj ob peb zaug koj caij tsheb npav (bus), nug ib tug phooj ywg uas hais tau lus As Kiv kom pab. Thaum caij tsheb npav, paub koj lub tsheb npav tus najnpawb, txhua zaus hloov tsheb, thiab lub hau kev sau ua lus As Kiv cia rau ib daim ntawv. Tsis yog tag nrho cov thauj tib neeg mus los tshwj yog kev hloov mus lwm qhov, caw qhia paub tias seb koj puas tuaj yeem siv kev hloov tsheb ua ntej koj yuav sawv kev.

Tuaj txog chaw nres tsheb yam tsawg 5 feeb ua ntej thiab nyob twj ywm ntawm ntug kev tsheb txog ntua thaum lub tsheb npav nres. Txia txim siab txog tus nqi tsheb uas tsim nyog rau koj qhov kev taug kev ua ntej mus txog ntawm chaw nres tsheb npav, suav tag nrho nyiaj ntixiv uas yuav tsum muaj rau kev hloov tsheb. Npaj koj li nyiaj kom txaus, yuav tsum muaj kev hloov tsheb xwb.



Cov neeg zaum rooj muaj log lossis cov neeg xiam oob qhab lossis muaj teeb meem thaum mus los tuaj yeem nce tsheb npav saum lub tshuab nqa rooj muaj log.

Muaj ntau lub tsheb npav muaj koob yees duab vis-dis-aus thiab txhua lub muaj lub xov tooj cua ob tog.

Cov neeg tsav tsheb ua haujlwm nrog nraim tub ceev xwm kom paub meej tias muaj kev nyabxeeb.

Yog hais tias koj sawv hauv tsheb npav, tuav tus las hlau thiab tsis txhob sawv ntawm theem ntaiv.

Xav kom tsheb npav nres, rub txoj hlau ze ntawm lub qhov rais lossis nias lub strip, yam tsawg ib kem kev ua ntej koj yuav nqis.

Nqis tsheb npav ntawm lub qhov rooj nram qab, uas yog nias lub pob qhib qhov rooj, nqis taw ntaiv lossis thawb lub qhov rooj kom qhib.



Tsheb Ciav Hlau

Thawj ob peb zaug uas koj caij tsheb ciav hlau, thov ib tug phooj ywg uas tham tau lus As Kiv kom pab. Thaum caij tsheb ciav hlau, kom paub txog txoj kab ntawm koj lub tsheb ciav hlau, txhua kev hloov tsheb thiab lub hau kev sau cia ua lus As Kiv rau hauv daim ntawv.

Xov xwm hais txog daim pib tsheb muaj nyob ntawm txhua qhov chaw nres tsheb ciav hlau.

Daim pib yuav raug muas lossis ua kom raug raws txoj cai ua ntej nce tsheb nyob ntawm lub tshuab muag daim pib nyob rau tag nrho txhua lub chaw nres tsheb ciav hlau.

Tuaj txog chaw nres tsheb yam lig yog 5 feeb ua ntej, sawv nyob nram qab txoj kab daj txog ntua thaum lub tsheb ciav hlau nres lawm, yuav nce lub tsheb ciav hlau, thawb lub pob saum lub qhov rooj.

Cov neeg zaum rooj muaj log lossis cov uas xiam oob qhab, mus kev tsis yooj yim, lossis muaj rooj thawb me nyuam kuj yuav nce tsheb ciav hlau uas siv txoj kev du lossis cov tshuab nqa nyob ntawm txhua txhua lub chaw nres tsheb. Lub rooj thawb me nyuam yuav muab puag cia ua ntej nce tsheb ciav hlau.

Tso cai nyob saum tsheb ciav hlau ntau txog li plaub lub tsheb kauj vab nyob hauv ib ya tsheb ciav hlau, ob lub nyob pem hauv ntej thiab ob lub nyob nram qab, tsis xam thawj ya tsheb ciav hlau qhov uas muaj chaw seem nyob pem hauv ntej rau cov neeg zaum cov rooj muaj log.

Xav thov kom nres, nias lub pob kom nres nyob ntawm ntug qhov rooj.

Yuav tawm, nias pob kom nres/lub pob kom qhov rooj qhib thaum lub tsheb ciav hlau nres lawm. Yog hais tias lub qhov rooj tab tom pib kaw, nqis mus hauv theem ntaiv hauv qab lossis nias lub pob kom nres/ lub pob kom qhov rooj qhib dua ntxiv.

Cov chaw nres tsheb ciav hlau raug soj ntsuam los ntawm tub ceev xwm thiab tsoom kev ruaj ntseg. Yog hais tias koj xav tau kev pab thaum nyob saum tsheb ciav hlau, hu rau tus neeg ua haujlwm tsheb ciav hlau nyob pem taub hau tsheb ciav hlau.

Thaum muaj xwm ceev hu rau 911. Hais txog kev teem caij thiab txoj kev hauv koj cheeb tsam, hu rau 511 lossis mus hauv **www.sacregion511.org**. yog hais tias koj tsis paub lus As Kiv, thov kom ib tug phooj ywg paub lus As Kiv pab. Tej khoom luam tawm nrog rau cov xov xwm hauv lub tsheb npav, tsheb ciav hlau, caij tsheb kauj vab thiab mus ko taw muaj nyob ntawm **www.sacregion511.org**



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к передвигаться пешком, на велосипеде, на автобусе и на скоростном трамвае



Ходьба

Пешеходы — это люди, которые ходят пешком. Пешеходы должны ходить по тротуарам. Если тротуар отсутствует, пешеходы должны идти по левой стороне дороги навстречу движению.

Запрещается ходить по проезжей части.

Где возможно, переходите дорогу по обозначенному пешеходному переходу.

Пешеходы должны пересекать проезжую часть на углу. При отсутствии знаков, запрещающих переход, пешеходы могут переходить дорогу на любом углу. Пересекайте проезжую часть вне перекрестков только по обозначенным пешеходным переходам.

Перед переходом улицы посмотрите по сторонам. Во время перехода установите визуальный контакт с водителями движущихся машин, чтобы убедиться, что они вас видят. Всегда соблюдайте требования дорожных знаков и сигналов светофора.

Никогда не ходите по автомагистрали.



Велосипедисты

Перед началом движения на велосипеде убедитесь, что велосипед находится в исправном состоянии.

Велосипедисты могут ездить по всем улицам, даже по тем, где отсутствуют велодорожки. Велосипедисты должны придерживаться тех же правил, что и автомобилисты.

При езде на велосипеде всегда двигайтесь по правой стороне дороги в направлении движения транспортного потока, надевайте яркую одежду и шлем. На дороге с односторонним движением

всегда двигайтесь в направлении движения транспортного потока.

Где возможно, двигайтесь по велосипедным дорожкам. При отсутствии велосипедной дорожки двигайтесь по дороге. При отсутствии разрешающих знаков запрещается движение по автомагистрали.

Медленно и осторожно приближайтесь к перекресткам и подъездным дорожкам, уступайте дорогу пешеходам.

Запрещается движение по тротуару.

При движении в ночное время закон требует наличия переднего белого и заднего красного фонарей. Согласно законодательству штата, велосипедисты должны соблюдать правила дорожного движения, выполнять требования сигналов светофора и дорожных знаков «Проезд без остановки запрещен»/«Уступите дорогу» и других дорожных знаков.



Левый
поворот



Правый
поворот



Замедление и
остановка



Автобус

Первые несколько раз для поездки в автобусе попросите о помощи друга, говорящего на английском языке. Для поездки на автобусе вам необходимо знать номер автобуса. Название пунктов пересадки и назначения следует записать на листе бумаги на английском языке. Не все операторы общественного транспорта принимают пересадочные билеты. Убедитесь, что вы можете использовать пересадочные билеты до начала поездки.

Приходите на остановку автобуса как минимум за 5 минут до его прибытия, стойте на тротуаре, пока автобус не остановится.



Узнайте приблизительную стоимость поездки до прибытия на остановку, а также сколько денег вам потребуется на пересадочные билеты. Приготовьте деньги, вам потребуется точная сумма без сдачи.

Лица, использующие инвалидные коляски, или лица с инвалидностью или проблемами передвижения, могут подняться в автобус на подъемнике для инвалидов кресел.

Во многих автобусах имеется видеочкамера, каждый автобус имеет двустороннюю радиосвязь.

Для обеспечения безопасности водители поддерживают связь с полицией.

Держитесь за поручни во время движения в автобусе. Никогда не стойте на ступеньках автобуса.

Чтобы остановить автобус, как минимум за один квартал до вашей остановки потяните за шнур, расположенный рядом с окном, или нажмите на планку.

Для выхода из автобуса используйте заднюю дверь: нажмите на кнопку открывания двери, шагните вниз или толкните дверь, чтобы открыть ее.



Скоростной трамвай

Первые несколько раз для поездки в скоростном трамвае попросите о помощи друга, говорящего на английском языке. Для поездки на скоростном трамвае вам необходимо знать номер линии скоростного трамвая. Название пунктов пересадки и назначения следует записать на листе бумаги на английском языке.

Информацию о билетах вы можете получить на станциях скоростных трамваев.

Билеты необходимо покупать или регистрировать до начала посадки в автоматах для продажи билетов, расположенных на станциях скоростного трамвая.

Приходите на станцию как минимум за 5 минут до прибытия скоростного трамвая. Стойте за желтой линией, пока трамвай не остановится. Для посадки в скоростной трамвай нажмите кнопку на двери.

Лица, использующие инвалидные коляски, лица с инвалидностью, проблемами передвижения или лица, имеющие детскую коляску, могут войти в трамвай, используя наклонные мостки или подъемники, имеющиеся на каждой станции. Вы должны сложить коляску до того, как зайдете в трамвай.

В каждом вагоне скоростного трамвая разрешается перевозка четырех велосипедов — два в передней и два в задней части, кроме первого вагона, в котором оставлено место для лиц на инвалидных колясках.

Чтобы попросить сделать остановку, нажмите на кнопку «Остановка по требованию», которая расположена возле двери.

Чтобы выйти, нажмите на кнопку остановки по требованию/открывания двери, когда трамвай остановится. Если дверь начнет закрываться, встаньте на нижнюю ступеньку или еще раз нажмите на кнопку остановки по требованию/открывания двери.

Полиция и служба безопасности патрулирует станции скоростных трамваев. Если вам потребуется помощь, когда вы находитесь в скоростном трамвае, свяжитесь с машинистом, который находится в передней части трамвая.

В случае чрезвычайной ситуации звоните 911.

Чтобы получить информацию о расписании движения и маршрутах, звоните в службу 511 или посетите веб-сайт www.sacregion511.org. Если вы не говорите на английском языке, попросите о помощи друга, говорящего по-английски. На веб-сайте www.sacregion511.org можно найти и распечатать информацию об автобусах, скоростных трамваях, правилах движения на велосипеде и пешком.

Информационная служба Sacramento Region 511



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Cómo viajar en autobús, tren ligero, bicicleta, o caminando



Peatones

Los peatones son personas que se desplazan caminando. Deben circular por la acera y si no hay aceras disponibles, deben caminar por el lado izquierdo de la calle, de frente al tránsito.

No camine por la calle.

Siempre que sea posible, cruce por un paso de peatones marcado en la esquina.

Los peatones deben cruzar la calle por la esquina; pueden hacerlo en cualquier esquina a menos que haya señales indicadoras que lo prohíban. Si debe cruzar a mitad de cuadra, hágalo únicamente donde haya un paso de peatones marcado.

Antes de cruzar la calle mire siempre a ambos lados. Al cruzar haga contacto visual con los automovilistas cercanos para asegurarse de que lo vean. Respete los semáforos y las señales de tránsito.

No camine por las autopistas.

Siempre que estén disponibles, use los carriles para bicicletas. De lo contrario, circule por la calle; nunca conduzca por una autopista a menos que haya una señal que lo autorice.

Al aproximarse a intersecciones de calles y a entradas de vehículos circule lentamente y con precaución, y ceda el paso a los peatones.

No circule por la acera.

Si conduce de noche, la ley exige que la bicicleta esté equipada con una luz blanca al frente y una luz roja en la parte trasera. La legislación estatal también obliga a los ciclistas a cumplir con las normas de tránsito (respetar los semáforos y las señales como detenerse o ceder el paso, etc.).



Giro a la
izquierda



Giro a la
derecha



"Circule
despacio" y
"pare"



Autobuses

Las primeras veces que tome un autobús, pida ayuda a un amigo que hable inglés. Cuando viaje en autobús lleve un papel con el número de los autobuses, los transbordos y el punto de destino escritos en inglés. Antes de viajar pregunte si puede hacer transbordo, ya que no todas las empresas de transporte lo autorizan.

Llegue a la parada de autobús al menos cinco minutos antes del horario fijado y quédese sobre el bordillo de la acera hasta que el autobús se detenga.

Antes de llegar a la parada, determine el costo adecuado del pasaje para su viaje, incluido dinero extra para los transbordos. Tenga el dinero a mano, se requiere cambio exacto.



Bicicletas

Antes de andar en bicicleta asegúrese de que la bicicleta esté en buenas condiciones.

Los ciclistas pueden circular por todas las calles—incluso por las que no tienen carriles para bicicletas—y se rigen por las mismas leyes que los automovilistas.

Cuando ande en bicicleta, circule por el lado derecho de la calle, en la misma dirección que el tránsito. Use ropa de colores vivos y casco. En las calles de sentido único, circule en la dirección del tránsito.



Las personas que usen silla de ruedas o que tengan una discapacidad o problemas de movilidad pueden usar el elevador de sillas de ruedas para subir al autobús.

Todos los autobuses tienen una radio bidireccional (emisora y receptora) y muchos de ellos cuentan con videocámaras.

Para garantizar la seguridad, los conductores trabajan en estrecho contacto con la policía.

Si viaja parado en el autobús, tómese del pasamanos, no se pare en el hueco de la escalera.

Para que el autobús se detenga, jale de la cuerda que está cerca de la ventanilla o presione la cinta, por lo menos una cuadra antes de su parada.

Si desea bajar del autobús presione el botón para abrir la puerta, baje los escalones o abra la puerta. Descienda por la puerta trasera.



Trenes ligeros

Las primeras veces que viaje en tren ligero, pida ayuda a un amigo que hable inglés. Cuando viaje en tren ligero lleve un papel con la línea del tren, los transbordos y el punto de destino escritos en inglés.

En todas las estaciones de trenes ligeros hay información disponible sobre los boletos.

Los boletos se deben comprar o validar antes de subir al tren, en las máquinas expendedoras situadas en todas las estaciones de trenes ligeros.

Llegue a la estación al menos cinco minutos antes del horario fijado, párese detrás de la línea amarilla hasta que el tren se haya detenido. Para subir al tren ligero presione el botón ubicado en la puerta. Las personas en silla de ruedas, con cochecitos para niños, con discapacidades o con dificultad para caminar pueden abordar el tren ligero mediante las rampas o los elevadores disponibles en todas las estaciones. Los cochecitos para niños deben plegarse antes de subir al tren.

Los trenes ligeros pueden transportar hasta cuatro bicicletas por vagón (dos adelante y dos atrás), salvo en el primer vagón, donde se deja un espacio al frente para las personas en silla de ruedas.

Para detener el tren presione el botón de parada situado en el área de la puerta.

Si quiere descender, presione el botón para parar/abrir la puerta una vez que el tren se haya detenido. Si la puerta se empieza a cerrar, párese en el escalón de abajo o presione nuevamente el botón para parar/abrir la puerta.

Las estaciones de trenes ligeros cuentan con vigilancia policial y de personal de seguridad. Si necesita ayuda cuando esté a bordo de un tren ligero, notifique al conductor, que se encuentra al frente del tren.

En caso de emergencia llame al 911.

Para obtener información sobre los horarios y rutas de su área...

llame al 511 o ingrese a www.sacregion511.org. Si no habla inglés, pida ayuda a un amigo que hable inglés. Para obtener información impresa sobre cómo circular en autobús, en tren ligero, en bicicleta y a pie, visite www.sacregion511.org.



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Cách đi xe Bus, Tàu điện, Xe đạp và đi Bộ



Đi bộ

Khách bộ hành là những người đi bộ. Khách bộ hành phải đi trên vỉa hè. Khi không có vỉa hè, khách bộ hành phải đi trên lề đường bên trái, đối diện với xe cộ.

Không được đi dưới lòng đường.

Hãy qua đường ở những góc phố được đánh dấu cho người đi bộ qua đường ở những nơi có thể.

Khách bộ hành nên qua đường ở các góc phố. Khách bộ hành có thể qua đường ở bất cứ góc phố nào trừ khi có biển cấm. Chỉ được qua đường ở các khúc giữa phố khi có lối đi được đánh dấu dành cho người đi bộ.

Luôn nhìn cả hai phía trước khi qua đường. Khi qua đường hãy giao tiếp bằng mắt với người lái xe gần nhất để đảm bảo là họ trông thấy quý vị. Luôn tuân thủ các đèn hiệu và biển báo giao thông.

Không bao giờ được đi bộ trên đường cao tốc.

Khi đi xe đạp, luôn đi bên phải cùng chiều với luồng xe, và mặc quần áo sáng màu và đội mũ bảo hiểm. Nếu là đường một chiều, luôn đi cùng chiều với luồng xe.

Khi có làn đường dành riêng cho xe đạp hãy đi vào đó. Khi không có làn đường dành riêng cho xe đạp, hãy đi bên rìa và không bao giờ đi xe đạp trên đường cao tốc trừ khi có biển báo cho phép.

Khi đạp xe đến gần các ngã rẽ phải đi cẩn thận và chậm lại, nhường đường cho người đi bộ.

Không đi xe đạp trên vỉa hè.

Khi đạp xe ban đêm, luật yêu cầu phải có đèn sáng trắng ở đằng trước và đèn đỏ phía sau. Luật tiểu bang cũng yêu cầu người đi xe đạp phải tuân thủ luật giao thông, kể cả đèn hiệu giao thông, và các dấu hiệu dừng lại/nhường đường và các dấu hiệu khác.



Queo trái



Queo phải



Giảm tốc độ
và Dừng lại



Xe bus

Những lần đầu đi xe bus, hãy nhờ một người bạn biết tiếng Anh đi cùng để giúp đỡ. Khi đi xe bus hãy có một tờ giấy ghi rõ số xe bus, các chỗ chuyển xe và điểm đến bằng tiếng Anh. Không phải mọi nhà cung cấp quá cảnh đều cho chuyển xe, hãy hỏi trước xem quý vị có được chuyển xe không rồi hãy đi.

Hãy đến bến xe sớm ít nhất 5 phút và đợi cho xe dừng hẳn rồi mới được lên.



Xe đạp

Trước khi đi xe đạp, hãy kiểm tra để đảm bảo xe đạp của quý vị hoạt động tốt

Người đi xe đạp có thể đi trên tất cả các phố, kể cả những phố không có làn dành riêng cho xe đạp. Các luật cho xe máy cũng áp dụng cho cả xe đạp.



Hãy tính đúng số tiền đi xe trước khi ra bến xe, kể cả số tiền dư cần thiết để chuyển xe. Hãy chuẩn bị sẵn đúng số tiền cần thiết cho từng chặng.

Người đi xe lăn hoặc bị thương tật hoặc đi lại khó khăn có thể lên xe bus bằng thang nâng xe lăn.

Nhiều xe bus có camera thu video và đài thu phát hai chiều.

Các lái xe hợp tác chặt chẽ với cảnh sát để đảm bảo an toàn.

Nếu quý vị đứng trên xe bus, hãy bám vào thanh vịn và đừng bao giờ đứng trên bậc thang.

Để yêu cầu dừng xe, hãy kéo dây gần cửa sổ hoặc bấm chuông ít nhất một khúc phố trước bến quý vị muốn xuống.

Hãy xuống xe bằng cửa sau, bằng cách bấm nút mở cửa hoặc đẩy cửa mở ra và bước xuống.



Tàu điện

Những lần đầu đi tàu điện, hãy nhờ một người bạn biết tiếng Anh đi cùng để giúp đỡ. Khi đi xe tàu điện hãy mang theo một tờ giấy ghi rõ đường tàu, các chỗ chuyển tàu và điểm đến bằng tiếng Anh.

Thông tin về vé tàu có tại tất cả các bến tàu điện.

Phải mua vé hoặc xác nhận vé trước khi lên tàu tại các máy bán vé đặt tại tất cả các bến tàu điện.

Hãy đến bến tàu sớm ít nhất 5 phút, đứng sau vạch vàng cho đến khi tàu dừng hẳn, bấm nút trên cửa để lên tàu điện.

Người đi xe lăn hoặc bị thương tật, đi lại khó khăn hoặc có xe đẩy có thể lên tàu điện bằng lối dốc thoải hoặc thang nâng có tại mọi bến tàu. Phải gấp xe đẩy lại trước khi lên tàu.

Mỗi toa tàu điện được phép chở tối đa là 4 chiếc xe đạp, hai chiếc đằng trước và hai chiếc đằng sau, trừ toa đầu, trong đó khu đằng trước là dành cho người đi xe lăn. Để yêu cầu dừng tàu, hãy bấm nút xin dừng trên cửa tàu điện.

Để xuống bến hãy bấm nút xin dừng/mở cửa khi tàu đã dừng hẳn. Nếu cánh cửa đang đóng lại thì hãy dẫm lên bậc dưới cùng hoặc bấm nút xin dừng/mở cửa thêm một lần nữa.

Có cảnh sát hoặc bảo vệ tuần tra các bến tàu điện. Nếu quý vị cần giúp đỡ khi đang trên tàu điện, hãy nói với người lái tàu ở đầu tàu.

Trong trường hợp khẩn cấp xin hãy gọi 911.

Để tìm hiểu giờ và các tuyến tàu xe trong vùng của quý vị xin hãy gọi 511 hoặc xem trang **www.sacregion511.org**. Nếu quý vị không nói được tiếng Anh xin hãy nhờ một người bạn biết tiếng Anh giúp đỡ. Các ấn phẩm có thông tin về xe bus, tàu điện, luật đi bộ và đi xe đạp có trên trang **www.sacregion511.org**



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Sacramento Region
Travel Info

APPENDIX D – SACOG Public Participation Plan, 2021

Link: <https://www.sacog.org/about/get-involved/public-participation>

APPENDIX E – MTP/SCS Chapter 2: What is the MTP/SCS?

Link:

<https://www.sacog.org/home/showpublisheddocument/1792/638387495614770000> - page 10

APPENDIX F – Subrecipient Management

SACOG Subrecipient Assistance and Funding Requests

SACOG Core 4-County Funding Programs (includes Regional and Community Design programs)

Is there a description of the procedures the MPO uses to provide assistance to potential subrecipients applying for funding?

In the build up to each four-county funding round SACOG staff develop a series of materials to assist potential subrecipients.

First, staff presents a policy framework for SACOG board deliberation and ultimate action. This framework establishes the overall goals/objectives for the available funding and the individual funding programs in the cycle. Potential project applicants can turn to the policy framework for a quick overview of the round, which has been a helpful product to succinctly summarize the key points for the available funding.

Next, staff develops guidelines for each individual program established in the policy framework. The guidelines give the details that sponsors need in order to apply to each funding program. First, the guidelines describe eligibility, screening criteria, and other foundational elements of the program. The second section of the guidelines gives a 'how to' description of applying to the program, included detailed coverage of the application itself and any associated exhibits. Finally, the third section of the guidelines covers evaluation and selection criteria; potential subrecipients can turn to this section for guidance on how projects are evaluated and reviewed.

In each funding round SACOG devotes significant resources to meet and talk through the funding round material with any potential sponsor during the buildup to the round and call for projects, both on an individual sponsor level and collectively (such as through webinars and group calls). Every eligible jurisdiction is individually contacted and offered a one-on-one meeting with SACOG. In these sessions staff answer any questions potential applicants may have and provide guidance on how potential projects align with the goals and objectives of the individual programs. In the 2022-23 funding round SACOG held a pre-application consultation for SACOG member agency in Sacramento, Sutter, Yolo and Yuba Counties plus eligible transit agencies. Staff has worked to host these sessions virtually, so that sponsors still have access to these important resources. When asked, staff has also looked at draft material and indicators prior to the closure of the call for projects. Finally, staff updates the funding round webpage with the relevant information, including timelines, application materials, webinar recordings and frequently asked questions (FAQ) resources.

What efforts to assist and support potential subrecipients, including efforts to assist those that would serve predominantly minority populations?

SACOG Subrecipient Assistance and Funding Requests

In addition to the assistance discussed above, SACOG has created the Project Performance Assessment (PPA) tool to support potential subrecipients, and has streamlined the Transit Asset Management (TAM) data asked on sponsors. The tool is online and open for any to use and provides the required data needed to apply in the program (sponsors are welcome to include any additional data/analysis in their application packet). The data improvements, in addition to multiple streamlining efforts completed the last few years, greatly reduces the time needed to apply in the various programs, which supports applications from less-resourced sponsors and subrecipients. Further, the tools' data gives indicators on how the project serves predominantly minority populations, so that these sponsors can include such information in the application to demonstrate need and benefit.

Building off these streamlining and data tool improvements, in the last few cycles SACOG has added additional efforts to support subrecipients that serve predominantly minority populations. The prior cycle included provisions in the guidelines that reduced or eliminated local resource requirements for projects that serve disadvantaged communities; this policy has been expanded in the current funding cycle to include the large regional program. The current funding round also includes a planning program to ensure a pipeline of projects that serve disadvantaged communities as well as improvements to the data tool to better demonstrate how a project supports investment in underserved areas. At times, SACOG will help match a non-profit organization's project, particularly with affordable housing, with a potential local agency grant application. These steps align with the supporting policies of the Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS, SACOG's long range plan) to incentivize transportation investments that benefit environmental justice communities.

Record of funding requests received from private non-profit organizations, State or local governmental authorities, and Indian tribes.

Each funding round has a summary table of awards by program and category that is part of the final board action and is included on SACOG's funding round webpage:

<https://www.sacog.org/funding/regional-funding-programs>

A description of how the MPO develops its competitive selection process.

The program guidelines (discussed above) describe the competitive selection process of each funding program. While each of the core programs in the four-county funding round have their own performance objectives and selection criteria, they share common elements in the approach to project evaluation.

First, each program's guidelines lay out the performance outcomes, selection criteria, and project evaluation process. Potential sponsors and applicants can use the guidelines to review and understand how projects will be evaluated as they consider applying to the various programs. Once the call for projects closes (i.e., when applications are due), SACOG convenes working groups

SACOG Subrecipient Assistance and Funding Requests

comprised of internal performance outcome leads and external experts to evaluate the applications. All involved individuals sign an agreement that ensures conflict of interest requirements are met. Generally, the core programs have a technical project delivery working group consisting primarily of experienced project engineers reviewing project applications to confirm eligibility and assess programming risks, scope, schedule and budget. Each project in the core programs also receives a quantitative evaluation of performance outcome indicators. A performance outcome working group then evaluates project benefits against the performance selection criteria. Finally, a policy working group draws on these joint reviews to complete final evaluations. SACOG management staff review all working group analysis across the selection criteria to recommend a full project list to the SACOG board for funding awards.

SACOG Transportation Demand Management (TDM) Funding Programs

Is there a description of the procedures the MPO uses to provide assistance to potential subrecipients applying for funding?

Prior funding round guidelines and applications for TDM on our website. As part of this we encourage potential applicants to reach out to staff for assistance. For the first year of innovations grants we encouraged applicants to submit a pre-application so that staff could provide feedback but we removed this in other grant rounds as it was an extra step for applicants and instead just encouraged them to come to us with ideas for feedback.
<https://www.sacog.org/funding/regional-funding-programs/transportation-demand-management-program>

What efforts to assist and support potential subrecipients, including efforts to assist those that would serve predominantly minority populations?

We have also hosted webinars to go over funding guidelines and highlight what will make a competitive application. We had criteria in the innovations grants guidelines requiring applicants to consider the needs of low income, minority, disabled, youth, senior and/or populations that are typically most burdened by a lack of transportation options.

<https://www.sacog.org/funding/regional-funding-programs/transportation-demand-management-program/recently-funded-projects>

Record of funding requests received from private non-profit organizations, State or local governmental authorities, and Indian tribes.

Each TDM funding round has a summary table of awards by program and category that is part of the final board action and is included on SACOG's TDM webpage:

<https://www.sacog.org/funding/regional-funding-programs/transportation-demand-management-program/recently-funded-projects>.

SACOG Subrecipient Assistance and Funding Requests

SACOG Active Transportation Program (ATP) Funding Programs

A description of how the MPO develops its competitive selection process.

Staff drafts funding guidelines and shares them with stakeholders for comments. We then take them through committees and to the board for final approval.

Is there a description of the procedures the MPO uses to provide assistance to potential subrecipients applying for funding?

Assistance is described in the OWP under Pedestrian and Bicycle Planning. Assistance is publicized through SACOG email lists, public meetings, and on www.sacog.org.

What efforts to assist and support potential subrecipients, including efforts to assist those that would serve predominantly minority populations?

SACOG provides technical assistance to project sponsors applying for regional funding, including one-on-one counseling with potential subrecipients to discuss potential projects, benefits, and supportive data; one-on-one project feedback sessions at the end of each competition; regional data specific to their project location; and public workshops. Staff ensures responsiveness to all potential subrecipient questions and requests. Staff also reviews maps of Disadvantaged Communities areas in applicable jurisdictions and explores with local agency staffs whether potential funding round projects are viable and competitive. Occasionally, SACOG will introduce a non-profit organization's project, particularly affordable housing development, to a local agency for inclusion in that jurisdiction's potential grant application.

A description of how the MPO develops its competitive selection process.

Regional Funding Framework development

- <https://sacog.primegov.com/portal/viewer?id=3089&type=0>

Record of funding requests received from private non-profit organizations, State or local governmental authorities, and Indian tribes.

Each funding round has a summary table of awards by program and category that is part of the final board action and is included on SACOG's webpage:

<https://www.sacog.org/funding/regional-funding-programs>

SACRAMENTO AREA COUNCIL OF GOVERNMENTS

Policies & Procedures Manual for the Administration of Subrecipient Agreements

October 2018

Table of Contents

CHAPTER I: Monitoring Pass-Through Funds.....	3
Introduction.....	3
Section I Regulatory Procedures for Subrecipients.....	5
Section II Subrecipients Responsibilities.....	10
CHAPTER II: Charging Costs to Federal Awards.....	14
Background.....	14
Segregating Unallowable from Allowable Costs.....	14
Criteria for Allowability.....	15
CHAPTER III: Accounting for Local Match.....	19
Background.....	19
Procedure.....	19
APPENDICES.....	22

CHAPTER 1: MONITORING PASS-THROUGH FUNDS

INTRODUCTION

SACOG is a Metropolitan Planning Organization (MPO) mandated by the Federal and State governments to develop regional plans for transportation, growth management, air quality and other issues of regional significance. SACOG functions as the MPO for six California counties: El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba, except for the Tahoe Basin in El Dorado and Placer counties, which is part of the Tahoe Regional Planning Agency MPO.

SACOG receives Federal funds directly from Federal agencies and Federal funds pass-through the California Department of Transportation (Caltrans). Federal sources of funds primarily include the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) Consolidated Planning Grant funds (CPG). These funds are administered through the Master Fund Transfer Agreement (MFTA) between Caltrans and SACOG. (See Appendix A - MFTA). CPG funds are a primary source of funding for SACOG's annual Overall Work Program (OWP) that is approved by FTA/FHWA.

The following fund sources are governed by the terms and conditions of the MFTA, as included in each annual Overall Work Program Agreement (OWPA) between SACOG and Caltrans:

- FHWA – Metropolitan Planning
- FHWA – Partnership Planning
- FTA Metropolitan Planning – Section 5303
- FTA State Planning and Research – Section 5304
- Any other Federal or State Funds administered by and through Caltrans, Office of Regional and Interagency Planning

SACOG and its Subrecipients have access to the Regional Planning Handbook developed by the Caltrans Headquarters Office of Regional and Interagency Planning (ORIP) as a resource to describe the interactions between Caltrans District 3 staff, ORIP staff, Metropolitan Planning Organizations (MPOs), Regional Transportation Planning Agencies (RTPAs) on the Overall Work Program (OWP) and the Regional Transportation Plan (RTP).

1. PURPOSE

The purpose of this policy is to ensure that Subrecipients agree to comply with Code of Federal Regulations, Title 2, Chapter 2, Part 200. It is the intent of this manual to establish policies documenting SACOG's procedures to ensure that grants awarded

are consistent with Federal, State and SACOG priorities, and that payments made to Subrecipients are for costs associated with activities and/or products identified in the Subrecipient Agreement and that such costs are allowable and eligible for reimbursement. This manual also provides procedures that SACOG will follow to exercise oversight of the Subrecipients and the procedures that the Subrecipients will follow to ensure compliance with Federal and State laws and regulations.

Section I describes the Federal and State regulations and procedures SACOG will implement to insure compliance by Subrecipients receiving these grant funds.

Section II describes the responsibilities of the Subrecipients of SACOG grant awards.

2. APPLICABILITY

The procedures in this policy apply to SACOG and its Subrecipients seeking to receive grant funds from SACOG. All Subrecipients of Federal and/or State grant funds through SACOG are subject to the same Federal and State requirements as SACOG (See Section I).

3. SUBRECIPIENTS

Subrecipients are non-Federal entities that expend Federal grant awards or State funds received from a pass-through entity to carry out a Federal and/or State program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. A Subrecipient may also be a recipient of State funds directly from a State agency. Whether the Subrecipient receives awards from a Federal agency or State agency or a pass-through entity, the Subrecipient is subject to the same Federal and State regulations as the pass-through entity.

SACOG is considered a “pass-through entity” in relation to its Subrecipients, and as such requires that its consultants and Subrecipients comply with the applicable terms and conditions (flow-down provisions) of the MFTA and fund requirements. A “pass-through entity” is defined as a non-Federal entity that provides a Federal award to a Subrecipient to carry out a Federal program (CFR Title 2, Chapter 2, Part 200).

SACOG’s Subrecipients include, but are not limited to, transportation commissions, transit agencies, cities, counties, councils of governments and other public, private and/or non-profit agencies. Agreements with these Subrecipients take the form of Memorandum of Understanding (MOU), Funding Agreements, or similar agreements. SACOG’s agreements with its Subrecipients are documented through Continuing Cooperative Agreements (CCA) (See Appendix B, CCA Template).

SECTION I: REGULATORY PROCEDURES FOR SUBRECIPIENTS

Subrecipients are subject to the same Federal and State requirements as SACOG. SACOG's MFTA with Caltrans requires SACOG and its contractors, subcontractors and Subrecipients to comply with Federal and State requirements set forth in the MFTA.

Applicable Federal regulations include, but are not limited to, the following:

The Code of Federal Regulations, Title 2, Chapter 2, Part 200;

(a) Definitions. Subpart A (1) establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities, as described in §200.101 Applicability. Federal awarding agencies shall not impose additional or inconsistent requirements, except as provided in §§200.102 Exceptions and 200.210 Information contained in a Federal award, or unless specifically required by Federal statute, regulation, or Executive Order. (2) provides the basis for a systematic and periodic collection and uniform submission by Federal agencies of information on all Federal financial assistance programs to the Office of Management and Budget (OMB). It also establishes Federal policies related to the delivery of this information to the public, including through the use of electronic media. It prescribes the manner in which General Services Administration (GSA), OMB, and Federal agencies that administer Federal financial assistance programs are to carry out their statutory responsibilities under the Federal Program Information Act (31 U.S.C. 6101-6106).

(b) Administrative requirements. Subparts B through D of this part set forth the uniform administrative requirements for grant and cooperative agreements, including the requirements for Federal awarding agency management of Federal grant programs before the Federal award has been made, and the requirements Federal awarding agencies may impose on non-Federal entities in the Federal award.

(c) Cost Principles. Subpart E—Cost Principles of this part establishes principles for determining the allowable costs incurred by non-Federal entities under Federal awards. The principles are for the purpose of cost determination and are not intended to identify the circumstances or dictate the extent of Federal Government participation in the financing of a particular program or project. The principles are designed to provide that Federal awards bear their fair share of cost recognized under these principles except where restricted or prohibited by statute.

(d) Single Audit Requirements and Audit Follow-up. Subpart F—Audit Requirements of this part is issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). It sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of non-Federal entities expending Federal awards. These provisions also provide the policies and procedures for Federal

awarding agencies and pass-through entities when using the results of these audits.

(e) For OMB guidance to Federal awarding agencies on Challenges and Prizes, please see M-10-11 Guidance on the Use of Challenges and Prizes to Promote Open Government, issued March 8, 2010, or its successor.

Federal Transit Administration, Circular 4220.1F, Third Party Contracting Requirements

This circular sets forth the requirements a grantee shall adhere to in the solicitation, award and administration of its third party contracts.

Federal Transit Administration, Circular 5010.1E, Grant Management Guidelines

The purpose of this circular is to provide guidelines and management procedures for Metropolitan Planning grants, Capital Program grants and Urbanized Area Formula grants for assistance programs of the Federal Transit Administration (FTA), after award.

Federal Transit Administration, Circular 8100.1C, Program Guidance and Application Instructions for Metropolitan Planning Grants

This circular provides application instructions and program guidance instructions for the preparation of Metropolitan Planning Program (MPP) grant applications for funds authorized by 49 U.S.C. 5303.

The Code of Federal Regulations, Title 2, Chapter 2, Part 200 may be accessed on the Internet at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

The Federal Transit Administration circulars may be accessed at <https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/final-circulars>.

Subrecipients have an affirmative duty to review the above Federal regulations so that they can comply with the requirements.

Subrecipients shall also comply with the Federal Certifications and Assurances, including the Lobbying Certification, as required by the MFTA. (Appendix A).

Subrecipients shall also comply with the Caltrans **Local Assistant Procedures Manual** Chapter 5, Accounting/Invoicing (LPP 04-10) when seeking reimbursement of indirect costs or including indirect costs in the in-kind match amount. In instances where SACOG authorizes a Subrecipient to retain a consultant(s) to perform work, the consultant selection process shall comply with competitive selection requirements

under CFR Title 2, Part 200 and State law and procedures, including the Caltrans **Local Assistance Procedures Manual** and Local Program Procedure (LPP 00-05) at www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm. Further, Subrecipients shall incorporate all applicable flow-down requirements (from the CCA or other funding agreement between SACOG and the Subrecipient), including the Federal and State requirements described above, into such consultant(s) contracts.

Subrecipients shall also comply with SACOG's Policies and Procedures Manual as may be modified from time to time.

A. SACOG SUBRECIPIENT MONITORING AND MANAGEMENT

In accordance with CFR Title 2, Chapter 2, Part 200.331, SACOG performs Subrecipient monitoring and management. SACOG utilizes various methods to monitor Subrecipients and insure compliance with Federal and State regulations. SACOG oversees all procurement of consultants for Subrecipients to ensure that procurements are conducted in accordance with CFR Title 2, Chapter 2, Part 200.

SACOG will evaluate each Subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate level of Subrecipient monitoring.

The factors used to determine risk will be reviewed each year prior to the assessment in order to ensure relevance. All Subrecipient shall be reviewed and assessed using the same guidelines. At any time during the year, should there be any major changes or cause for concern within a subrecipient, SACOG may deem it necessary to reevaluate a subrecipient using the risk assessment tool.

The type and frequency of the monitoring will be divided into the following categories:

Minimal to Low Risk	Requires at a minimum a desk review conducted once per year.
Medium to High Risk	Requires at least one on site monitoring visit per year.

At a minimum, SACOG Subrecipient monitoring and management will include:

- The completion of a Subrecipient risk assessment which evaluates:
 1. Subrecipient financial stability;
 2. Quality of Subrecipient management systems and ability to meet management standards per CFR Title 2, Chapter 2, Part 200;

3. Subrecipient history of performance in managing prior awards, including timeliness of compliance with reporting requirements and conformance with terms and conditions;
 4. The results of previous audits, including whether or not the subrecipient receives a Single Audit, and the extent to which the same or similar subaward has been audited as a major program;
 5. Subrecipient's ability to implement regulatory or other requirements; and
 6. Subrecipient debarments and/or suspensions.
- The Subrecipient Questionnaire is a self-monitoring tool to be completed by each Subrecipient at least once a year and submitted to the Project Manager. The completed questionnaire will be reviewed and checked for accuracy and compliance and used in conjunction with the risk assessment in determining the appropriate level of Subrecipient monitoring.
 - Each non-Federal recipient and Subrecipient expending Federal awards is responsible for complying with the Uniform Guidance 2 CFR Part 200 Subpart F-Audit Requirements.

In accordance with CFR Part 200.501(a), if a Subrecipient expends \$750,000 or more in Federal awards during any fiscal year beginning on or after December 26, 2014, the entity must have a single or program-specific audit conducted for that year. Each Subrecipient is responsible for ensuring that any single or program-specific audit required by the Uniform Guidance adheres to Part 200.500 - 200.521. The Project Manager or designee will review each audit received for compliance with the appropriate regulations.

If a non-Federal entity expends less than \$750,000 in Federal awards in its fiscal year, no audit is required for that fiscal year under Part 200.501(d), except as noted at Part 200.503.

The Subrecipient will submit a copy of the audit report to the Project Manager. Audit report submission and findings will follow the procedures detailed in the Audit Requirements, Audit Resolution, Audit Appeal, and Debt Collection Policies & Procedures.

- Equipment and other capital expenditures exceeding \$5,000 (Capital Equipment) shall be approved by SACOG and/or grantor for the purchase of such fixed assets by the Subrecipient. The Subrecipient shall obtain written approval of SACOG and/or grantor prior to purchasing the capital equipment. Subrecipient shall establish policies and procedures with respect to the use, management and disposition of capital equipment purchased with the Federal

award in accordance the 2 CFR Part 200.313(b) and 2 CFR Part 1201.313.

- The development of Overall Work Plan and corresponding Continuing Cooperative Agreements in sufficient detail to provide a clear understanding of activities, tasks, deliverables, cost and schedule for work to be done by sub-recipients.
- The review of each Subrecipient invoice to ensure that the work performed and costs billed are in compliance with the Subrecipient Agreement and applicable State and Federal Regulations. To facilitate this review, subrecipients are required to submit sufficient invoice detail. Review and approvals will be documented by the Project Manager's and/or Management Team or Chief Executive Officer's signature.
- Payments will be withheld from sub-recipients for the following reasons:
 1. Insufficient detail to support the costs billed;
 2. Unallowable costs;
 3. Ineligible costs; and/or
 4. Incomplete work or work not completed in accordance with required specifications.
- Periodic training of SACOG and sub-recipient staff will be provided to ensure currency and continued compliance with this policy.

B. SACOG PROJECT MANAGER SUBRECIPIENT OVERSIGHT RESPONSIBILITIES:

1. Encourage Subrecipients to submit monthly invoices;
2. Verify that invoices include progress reports;
3. Review progress reports to ensure project is progressing appropriately and on schedule;
4. Compare invoice to agreement budget to ensure eligibility of costs and that costs do not exceed budget;
5. Review invoice to ensure supporting documentation is included and invoiced costs are within the scope of work for the project(s) being invoiced;
6. Obtain report, certification and supporting documentation of local (non-federal)/in-kind match work from the Subrecipient;
7. Review Subrecipient match tasks for eligibility; and
8. Notify SACOG Finance Director that invoice is approved or disapproved.

C. SACOG SUBRECIPIENT PROJECT FILES

Subrecipient project files will contain, at a minimum, the following:

1. Project proposal (cooperative agreement tasks);
2. Project scope;

3. Correspondence, including communications log;
4. Meeting agendas, minutes, and attachments;
5. Progress reports;
6. Interim and final products;
7. Project close out forms;
8. Copies of other applicable project documents as required, such as copies of contracts or MOUs; and
9. Provide estimates to complete projects and the estimated completion date.
10. Risk assessment
11. Subrecipient Questionnaire
12. Financial Statements, Audit, and Single Audit (if applicable)
13. List of fixed assets purchased with the Federal award (if applicable)

SECTION II: SUBRECIPIENTS RESPONSIBILITIES

A. PROJECT MANAGEMENT AND ADMINISTRATION

The Subrecipients shall designate a person as Subrecipient Project Manager who is primarily responsible for the execution of the grant. Subrecipients shall insure that their practices are in compliance with the guidelines discussed in Parts B through G. In addition, Subrecipients and Subrecipient Project Managers have the following responsibilities:

1. Provide SACOG with copies of Joint Powers Agreements or other founding legal documents and any changes to legal status;
2. Report to SACOG and provide copies of contracts when a new Executive Director or other chief organizational officer is retained;
3. Keep SACOG informed on the project progress and request prior approval of any changes when necessary;
4. Inform SACOG of any issues that arise with the projects, at the earliest possible time, to insure that the projects are completed on schedule and within budget;
5. Submit accurate and complete invoices. These invoices shall show the costs incurred, in detail. If there are staff costs they shall show the name(s) of the staff, their hourly pay rates, fringe benefit rates and costs, and overhead rate, if applicable. The invoices shall also show the billing period, project (OWP) number and title, year to date budget and costs and the remaining budget for each project;
6. Provide a report, certification and supporting documentation of local (non-federal)/in-kind match (see Part B below for additional detail);
7. Obtain approval of indirect rates through submittal of Indirect Cost Rate Proposals prior to seeking reimbursement and provide SACOG with a copy of the approved rate from Caltrans or Federal Cognizant Agency;
8. Develop the scope of work for projects involving contractors;

9. Review the consultant's work products and providing progress reports,
10. Monitor the day-to-day activities of the consultant;
11. Recommend approval of payment of invoices from the consultant, promptly;
12. Track, monitor and report on all of their SACOG projects, whether staff or consultant projects;
13. Provide estimates to complete projects and the estimated completion date.
14. Track and manage all fixed assets in accordance to federal and regulations.

B. LOCAL (NON-FEDERAL) MATCH

CFR Title 2, Part 200.306 contains the Federal regulations for matching or cost sharing. A matching or cost sharing requirement may be satisfied by: 1. Allowable costs incurred by the grantee, subgrantee or a cost-type contractor under the assistance agreement, including allowable costs borne by non-Federal grants; 2. the value of third party in-kind contributions applicable to the period to which the matching requirements apply.

CPG funding requires a non-Federal match, currently 11.47 percent of the total funding of a project. The match is 11.47 percent of the total sum of Federal participation plus the required non-Federal participation amount. The match is calculated work element by work element, not on the total Federal funds in the OWP.

Match requirements are included in the Federal award letter and are contained in the Caltrans Regional Planning Handbook. As mentioned above, one of the requirements for match funds is that they are not from Federal funds. Subrecipients shall ensure that non-Federal funds are used for the match provided. The MFTA also notes the matching requirements in Article 1, Section I-J. (See Appendix A, Page 3). SACOG also agrees, in the Overall Work Program Agreement (OWPA) with Caltrans, to comply with the Federal matching requirements for CPG funds. SACOG prescribes its requirements to Subrecipients for match funds in the CCA. This part gives the requirements for In-Kind Match Reports and Cash Matches (See Appendix B, Subrecipient Agreement Template).

C. THIRD PARTY CONTRACTS

When work is contracted out, all Federal and State compliance responsibilities of SACOG apply to the consultant third party entities as they do to SACOG and shall be included in the consultant agreements. If portions of the work are further contracted out to subconsultants, the consultant shall include the Federal and State compliance responsibilities in the subconsultants' agreements.

D. INVOICING

The *Local Assistance Procedures Manual* and MFTA sets out the requirements for

SACOG to obtain reimbursement for expenditures on Federal and State funded projects. SACOG is required to submit invoices to Caltrans for completed work. Invoices may be submitted monthly to Caltrans. Section 5 of the ***Local Assistance Procedures Manual*** describes the invoice process and requirements, which apply to Subrecipients as well as SACOG. For direct federal awards, the award notice sets out the requirements for SACOG to obtain reimbursement for expenditures.

Invoices may vary in format but shall include the following information:

1. Invoice date;
2. Invoice number;
3. Progress reports;
4. Local (non-federal) match certification and supporting documentation;
5. Supporting documentation to support invoice reimbursement request, including but not limited to, cancelled checks, reports from accounting system, i.e., general ledger, transaction reports, etc.;
6. Spreadsheets;
7. Documentation of accounting and internal control system, so that SACOG has a general knowledge regarding how costs are allocated and segregated;
8. Third party invoices; and
9. Any additional information that will support and substantiate allowable and eligible costs.

E. PROGRESS REPORTS

The Progress Reports prepared by the Subrecipient, and submitted for SACOG's review, shall include, but are not limited to, the following:

1. Information such as SACOG Manager/Project Manager;
2. Subrecipient Project Manager responsible for the project;
3. A brief contract description (if applicable);
4. The name of the consultant (if applicable);
5. Work planned for the quarter;
6. Work accomplished in the quarter;
7. Work planned for the next quarter;
8. Issues encountered;
9. Issue resolution;
10. Any proposed amendments;
11. Final products;
12. Percentage of work complete;
13. OWP completion date and current estimated completion date, with an explanation of any variance; and
14. Expenditures for the quarter and year to date and the funding split listed in the OWP.

All progress reports are due to Caltrans on the last business day of the month following the close of the quarter. SACOG will conduct a final review upon completion of the report to insure accuracy before submittal to Caltrans. The SACOG Project Manager shall brief the Caltrans Program Manager on the project so they can respond to any questions.

F. COMPLIANCE WITH FEDERAL REGULATIONS

Subrecipients are also required to be cognizant of, and insure that their practices conform to, the administrative requirements referenced above in Section I when accepting Federal funds. The administrative requirements include: CFR 2, Title 2, Chapter 2, Part 200; Federal Transit Administration Circulars and the Federal Certifications and Assurances as cited in the MFTA. (Appendix A).

G. CONFLICT OF INTEREST RULES

CFR Title 2, Part 200.318(c)(1) states that no employee, officer or agent of the non-Federal entity shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- The employee, officer or agent,
- Any member of his immediate family,
- His or her partner, or
- An organization which employs, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. The CCA also requires Subrecipient to comply with the applicable provisions of SACOG's Conflict of Interest Policy, which incorporates Federal and State conflict of interest requirements (Appendix B). Subrecipients shall comply with the provisions of the State conflict of interest laws, including California Government Code Sections 1090-1099. If SACOG determines that a Subrecipient comes within the definition of "consultant" under the Political Reform Act (Government Code Section 87100 et seq.), such Subrecipient shall complete and file, and shall require any other person doing work under the Subrecipient's Agreement to complete and file, a "Statement of Economic Interest" with SACOG disclosing Subrecipient's and/or such other persons' financial interests.

CHAPTER II: CHARGING COSTS TO FEDERAL AWARDS

BACKGROUND

In the performance of its mission, SACOG utilizes a number of funding sources including grants provided by the Federal Government. In order to utilize these funds for the reimbursement of costs, SACOG and its Subrecipients are required to follow CFR Title 2, Part 200, Subpart E - Cost Principles when accounting for expenditures.

POLICY

SACOG charges costs that are reasonable, allowable, and allocable to an award directly or indirectly. All unallowable costs shall be appropriately segregated from allowable costs in the general ledger in order to assure that unallowable costs are not charged to any awards. SACOG Subrecipients are required to follow these same requirements.

SEGREGATING UNALLOWABLE FROM ALLOWABLE COSTS

The following steps shall be taken to identify and segregate costs that are allowable and unallowable with respect to each award:

1. The budget and grant or contract for each award shall be reviewed for costs specifically allowable or unallowable. In particular, accounting personnel should be knowledgeable of specific unallowable costs, such as alcoholic beverages, bad debts, contributions, fines, lobbying, etc. and those requiring advance approval from Federal agencies, such as equipment purchases.
2. No costs shall be charged directly to any award until the cost has been determined to be allowable under the terms of the award and/or CFR Title 2, Part 200, Subpart E - Cost Principles.
3. For each award, an appropriate set of general ledger accounts (or account segments) shall be established in the chart of accounts to reflect the categories of allowable costs identified in the award or the award budget.
4. All items of miscellaneous income or credits, including the subsequent write-offs of un-cashed checks, rebates, refunds, and similar items, shall be reflected for grant accounting purposes as reductions in allowable expenditures if the credit relates to charges that were originally charged to an award or to activity associated with an award. The reduction in expenditures shall be reflected in the year in which the credit is received (i.e., if the purchase that results in the credit took place in a prior period, the prior period shall not be amended for the credit).

CRITERIA FOR ALLOWABILITY

All costs shall meet the following criteria from CFR Title 2, Part 200, Subpart E - Cost Principles, in order to be treated as allowable direct or indirect costs under an award:

1. The cost shall be “reasonable” for the performance of the award, considering the following factors:
 - a. Whether the cost is of a type that is generally considered as being necessary for the operation of the agency or the performance of the award;
 - b. Restraints imposed by such factors as generally accepted sound business practices, arm’s length bargaining, federal and state laws and regulations, and the terms and conditions of the award;
 - c. Whether the individuals concerned acted with prudence in the circumstances;
 - d. Consistency with established policies and procedures of the agency, deviations from which could unjustifiably increase the costs of the award.
2. The cost shall be “allocable” to an award by meeting one of the following criteria:
 - a. The cost is incurred specifically for an award;
 - b. The cost benefits both the award and other work, and can be distributed in reasonable proportion to the benefits received; or
 - c. The cost is necessary to the overall operation of the agency, except where a direct relationship to any particular program or group of programs cannot be demonstrated.
3. The cost shall conform to any limitations or exclusions of CFR Title 2, Part 200, Subpart E - Cost Principles or the award itself.
4. Costs shall be consistently treated over time.
5. The cost shall be determined in accordance with generally accepted accounting principles.
6. Costs may not be included as a cost of any other financed program in the current or prior periods.
7. The cost shall be adequately documented.

Direct Costs

Direct costs are costs that are incurred/performed primarily as a service to clients or the general public, when significant and necessary to the organization's mission. These costs are generally incurred for a specific objective and can be easily identified with a particular project (fund/contract) or activity. Direct costs should be identified and charged exclusively to each award or program receiving the benefit.

Each invoice shall be coded with the appropriate account reflecting which program received direct benefit from the expenditure. Invoices should be approved by the appropriate project manager and reviewed by accounting/administrative personnel and the Chief Executive Officer or designee.

Time sheets or personnel activity reports are also submitted on a regular basis, reflecting employees' work and which programs directly benefited from their effort. Time sheets or personnel activity reports shall serve as the basis for charging salaries directly to Federal awards and non-Federal functions.

Equipment purchased for exclusive use on an award and reimbursed by an agency shall be accounted for as a direct cost of that award (i.e., such equipment shall not be capitalized and depreciated).

Indirect Costs

Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular grant or program but are necessary to the operation of the organization. Indirect costs may be allocated to benefiting grants through the use of an indirect cost rate.

Indirect Cost Rate

SACOG develops an annual indirect cost allocation plan/indirect cost rate proposal in accordance with CFR 2, Title 2, Chapter 2, Part 200 and procedures promulgated by Caltrans Division of Audits & Investigations. SACOG submits the indirect cost allocation plan/indirect cost rate proposal to Caltrans Division of Audits & Investigations for review and approval. In order to invoice for indirect costs, Subrecipients shall also have an indirect cost allocation plan/indirect cost rate approved by Caltrans Audits & Investigations or the appropriate Federal Cognizant Agency.

Examples of the types of expenditures normally included in the indirect cost pool are:

1. General administration
2. Salaries and benefits of the executive officers, fiscal, human resources and administrative personnel
3. Depreciation of equipment and buildings

4. Office rent and maintenance
5. General office repairs and maintenance

The following costs are unallowable as part of the indirect cost rate:

- Interest
- Equipment of \$5,000 and greater except with prior approval
- Building improvements
- Building renovations

Compensation for the use of buildings and other equipment may be made through use allowances or depreciation.

Accounting for Specific Elements of Cost

Specific elements of costs are typically charged to Federal awards as direct or indirect costs as follows:

Salaries and Wages – Salaries and wages shall be charged directly and indirectly based on the functions performed by each employee, as documented on each employee's timesheet. Project time should be charged direct and administrative time should be charged indirect.

Compensated absences (vacation leave earned, sick leave used, and holiday pay) are considered part of salary costs. The costs associated with compensated absences will be recorded as an indirect cost.

Employee Benefits – Eligible benefits typically include the following:

- FICA
- Unemployment insurance
- Worker's compensation
- Health insurance
- Contributions to pension plan
- Accrued vacation fringe

Benefit costs should be charged directly and indirectly in the same proportion as each individual's salaries and wages.

Occupancy Expenses – Monthly rent expense and related pass-through expenses shall be allocated indirectly.

Utilities – Utilities costs include electricity and water. Such utilities costs shall be

charged indirectly.

Supplies and Materials – To the maximum extent possible, office supplies and materials are charged directly to the grant or program/function that uses the supplies or materials. All supplies and materials used by administrative staff shall be charged indirectly.

Postage and Shipping – To the maximum extent possible, postage and shipping costs shall be charged directly to the grant or program/function that benefits from the postage or shipping costs.

Photocopying and Printing – Photocopying costs include all paper and copy supplies, copier maintenance charges and the actual lease cost or depreciation expense of the copier. Photocopying costs shall be charged directly and indirectly based on the activity.

All printing costs are charged directly to the benefiting grant or program/function when possible.

Communications – Communication costs include the costs of local telephone service and long-distance telephone charges, including charges associated with telephone calls, facsimile transmissions, and Internet connections. These costs are charged indirectly.

Outside Services – Outside services include the costs for audits, legal fees, etc. Outside service costs shall be charged as follows:

Audit fees – Cost of the financial statement audit and preparation of applicable reports shall be charged as an indirect cost.

Legal fees – Legal fees shall be charged directly to the program/work element that benefits from the services. Legal fees that are not identifiable with specific direct grants or work elements shall be charged indirectly.

Consultants – Costs associated with consultants shall be charged directly to the program/work element that benefits from the services. Fees that are not identifiable with specific direct grants or work elements shall be charged indirectly.

Insurance – To the extent that insurance premiums are associated with insurance coverage for specific grants or programs, those premium costs shall be charged directly. All insurance costs that are not identifiable with specific direct grants or work elements (such as SACOG's general liability coverage) shall be charged indirectly.

Credits – The applicable portion of any credits resulting from cash discounts, volume discounts, refunds, write-off of stale outstanding checks, trade-ins, scrap sales or similar

credits shall be credited directly or indirectly in the same manner as the purchase that resulted in the credit.

CHAPTER III: ACCOUNTING FOR LOCAL MATCH

BACKGROUND

In the performance of its mission, SACOG utilizes a number of funding sources including grants provided both by the State of California and by the Federal agencies. Many of these fund sources require SACOG to provide a “match” in funding from local sources either as a cash match or from In-Kind services.

POLICY

SACOG is required to establish local match documentation procedures. This policy applies to all Programs that establish matching by SACOG or by partner entities (Subrecipients) receiving funds by contract with SACOG.

PROCEDURES

1. Local Match Authorization and Approval Process

- A. SACOG is required to submit an annual plan and budget that includes a description and the source of the match (i.e., third party in-kind contributions, board member volunteer hours, local cash) for its own as well as its subrecipient grants that require local match.

1. Program managers shall:

- a. Create a plan and budget including input from local entities that includes a description of and the source of funds for local match.
- b. Review and, as appropriate, approve the local entity’s annual plan and budget.

Note: Program managers are responsible for knowing the specific federal matching regulations related to the federal funding source.

- c. Determine how the local match will be accounted for by SACOG. For example, a local entity may make a cash payment for their share of a federal program or the local entity may certify they expended funds towards the non-federal share of allowable expenditures.

- d. Verify that SACOG's financial reporting system tracks matching funds at a level to support the use of funds that meets the level of documentation required by federal or state statutes.
 - e. Verify the local match was not used to meet match requirements of more than one federal award.
 - f. Verify that federal funds are not used as local match unless specifically authorized by law and SACOG receives written approval from the federal agency supplying the match.
 - g. Evaluate and approve only those contracts or inter-local agreements that satisfy all local matching requirements.
2. SACOG programs shall require Subrecipients to complete and submit a local match certification form prior to submitting RFR's for reimbursement.

2. Third Party In-Kind Contributions

- A. All in-kind contributions and valuation methods shall be documented.

For example, if an individual's service or time is treated as an in-kind contribution for the match, this shall be documented as support for the in-kind contribution. For an individual's time provided by an organization, the calculation of the wages and benefits shall be based on the same method that is used by the donating organization in paying the individual. If Fair Market Value (FMV) is used for equipment or facilities, the valuation method shall be documented.

The following are examples of third party in-kind contributions and the valuation method:

1. Volunteer services provided by individuals. These are based on fair market value of the service provided. The value is not based on the potential or actual earning ability of the volunteer who performed the service.

For example, if an attorney assists with landscaping, the value of the attorney's in-kind time cannot be based on the attorney's hourly billing rate.
2. Services provided by employees of another organization. These are the actual cost incurred by the employing organization for salary and benefits. The value cannot include organizational overhead.
3. Donated supplies. These are based on FMV for the same products. The valuation shall take into consideration the volume of items and the condition of the items.

4. Donated equipment. If the title to the asset does transfer, then FMV needs to be determined. However, authorization shall be obtained from the awarding agency if the entire FMV can be used as an in-kind contribution or if only the standard Use Allowance may be used.

If the title of the asset does not transfer, then the FMV of renting/leasing such asset may be used as an in-kind contribution.
5. Donated facilities. These shall be treated similar to that of donated equipment. Facility structures may be considered in-kind contributions if the structure is available to others to rent/lease and is not used as part of the organization's daily operations.
 - a. For example, a non-profit organization owns a conference facility that is rented to the public.
 - b. If the non-profit donates the conference facility for program events, the FMV rental cost can be considered an in-kind contribution. However, if the non-profit has a meeting room within that facility that they use to discuss program events, the meeting room cannot be considered an in-kind contribution.

3. Accounting Procedures

- A. Accounting for Local Match by Cash Receipt
 1. After the local entity sends in the non-federal matching funds to SACOG in support of its local match requirement, SACOG records the receipt using a local revenue source.
- B. Accounting for Local Match by Certification (On SACOG Records)
 1. The Program Manager verifies that the local entity has the required match to support their Request for Reimbursement (RFR).
 2. SACOG is the awarding agency for the federal grant and reports the total expenditures on its federal claim (RFR).

APPENDICES

APPENDIX A: MASTER FUND TRANSFER AGREEMENT

APPENDIX B: SUBRECIPIENT AGREEMENT TEMPLATE

APPENDIX C: SACOG GRANT APPLICATION

APPENDIX D: RISK ASSESSMENT FORM

APPENDIX E: SUBRECIPIENT CHECKLIST

APPENDIX F: SUBRECIPIENT QUESTIONNAIRE

**APPENDIX G: AUDIT REQUIREMENTS, AUDIT RESOLUTION, AUDIT APPEAL, AND DEBT
COLLECTION POLICIES & PROCEDURES**

APPENDIX H: SINGLE AUDIT REVIEW WORKSHEET

APPENDIX D – RISK ASSESSMENT FORM

MONITORING RISK ASSESSMENT							Organization:	
Point Value:	0	1	2				Date Assessed:	
Category	Lower Risk	Medium Risk	Higher Risk					
1	Subrecipient's prior years experience with SACOG	More than 10 years	3-10 years	Less than 3 years				
2	Subrecipient's history of performance in managing awards	More than 10 years	3-10 years	Less than 3 years				
3	Key staff years of experience (combined total)	More than 10 years	3-10 years	Less than 3 years				
4	Turnover in Key staff or system	More than 10 years	3-10 years	Less than 3 years				
5	Segregation of Duties	Effective - separate	Effective - no specific departments but there are checks and balances	Weak - Staff doing multiple functions				
6	Total SACOG funding for the current year	Less than \$50,000	More than \$50,000, less than \$500,000	More than \$500,000				
7	Program Complexity	1 project/activity/task/funding	2-5 project/activity/task/funding	5+ project/activity/task/funding				
8	Compliance with Fiscal Reporting Requirements	Reports received in a consistently timely manner	Sometimes not received in a timely manner	Not consistently received in a timely manner and required consistent follow up				
9	Subrecipient debarments and/or suspensions	1 program activity /funding source	2 to 5 program activities /funding source	More than 5 program activity / funding source				
10 (Select One to Assess)	Single Audit	Most recent external auditors report	No findings listed (current or previous year)	Findings (in either current or previous year), but none of the findings effect any SACOG programs	Findings (in current or previous year) that effect SACOG programs			
	Non Single Audit	Most recent year end financials	Completed in a timely manner, complete & accurate	Provided, but incomplete or inaccurate	* Not provided * Reports give reason to question the going concern			
							Total:	0 0
Rating Scale & Type of Monitoring		0-10 = Minimal to Low Risk	11-20 = Medium to High Risk					
		Desk audit, once per year	On site, once per year					

APPENDIX E – SUBRECIPIENT CHECKLIST

Project Manager's Checklist for Subrecipient Agreements				
Done?	#	Task	Form	Note
☐	1	Prepare Risk Assessment prior to creating agreement with Subrecipient	Risk Assessment/Internal Control Questionnaire	If Risk Assessment determines on site monitoring, Subrecipient must complete Internal Control Questionnaire
☐	2	Subrecipient completes Subrecipient Questionnaire	Subrecipient Questionnaire	
☐	3	Fill out Purchase Order Request form – you must submit this to Accounting for approval prior to submitting your package to contracting for an initial funding check.	PO Request Form	
☐	4	Start Scope of Work Template – this will attach to the Continuing Cooperative Agreement. Delete the “budget” section of the SOW.	Scope of Work Template	Email Draft SOW & Budget to Contracting in Word format
☐	5	<u>Signed Board Approval</u> item submitted and approved, IF OVER \$60K , skip if not.	Follow BOARD PROCESS Signed Board Item	
☐	6	Fill out the Subrecipient budget – this will attach to the Continuing Cooperative Agreement	Exhibit B	
☐	7	Grant funding requirements – check with the appropriate grant coordinator for the funding letter that specifies the specific grant requirements. It is your responsibility to ensure these requirements are passed along to the subrecipient: - CalDOT Grants – Sharon - FTA – Barbara - PTMISEA – Azadeh (Azzie) or Caroline	Attach copy of Grant/Funding Letter to PO/Contract Request.	
☐	8	Check to make sure selected vendor isn't prohibited from contracting with a government agency.	www.sam.gov	
☐	9	Develop Overall Work Plan	Discuss with Roberta or Clint	
☐	10	Follow Contract-Procurement Process	Follow the Contract Process	
☐	11	Obtain all signatures – you must obtain all approval management signatures BEFORE submitting to Contracting.	See SACOG signature authority	
☐	12	Package (from procedure) to contracting must include: - Risk Assessment - Purchase Order Request form - Scope of Work - Subrecipient budget - Continuing Cooperative Agreement - Overall Work Plan	Follow the Contract Process	

APPENDIX F - Subrecipient Questionnaire

Organization: _____

- 1) Does your organization have its financial statements audited or reviewed by an independent accounting firm?

_____ Yes. Please submit a copy of the most recent audited financial statements, opinion letter, and any written communication to management, or provide a link if the report is posted on your website.

_____ No. Please explain.

- 2) Other than financial statements, has any aspect of your activities been audited, reviewed, or monitored within the past two years by a governmental agency or an independent public accounting firm?

_____ Yes. Please provide a copy of any reports/letters that were issued.

_____ No. Please explain.

- 3) Do you or your organization's financial staff have a working knowledge of the OMB circular 2 CFR 200 and other relevant federal guidelines that are applicable to determining cost allowability for federal expenditures?

_____ Yes.

_____ No.

- 4) Describe your organization's procedures to ensure that only costs deemed allowable, per the federal guidelines, are billed to SACOG under this agreement?

- 5) Does your organization have a financial management system that can separately track the source and use of funds of individual subrecipient agreements?

_____ Yes.

_____ No. Please explain.

- 6) Does your organization have procedures that provide assurance that consistent, fair and equitable treatment is applied in the distribution of charges to all funding sources?

_____ Yes.

_____ No. Please explain.

- 7) Does your organization have controls to prevent invoicing in excess of approved or budgeted amounts?

_____ Yes.

_____ No.

- 8) Does your organization have a system to document time and labor that is compliant with the time and effort reporting standards outlined in 2 CFR 200.430?

_____ Yes.

_____ No. Please explain.

- 9) Have you entered into any sub-award (subcontract) agreements with another entity using funds provided by SACOG?

_____ Yes. Please explain.

Signature: _____

Date: _____

Name and Title:

APPENDIX H – SINGLE AUDIT REVIEW WORKSHEET

ENTITY											
AUDIT FIRM											
DATE AUDIT RECEIVED						AUDIT PERIOD					
OPINION											
Does the audit report contain:							YES	NO	N/A		
a financial opinion?											
an internal control statement?											
a compliance opinion?											
an opinion on supplementary information-Schedule of Federal Financial Assistance?											
Are all pertinent funds included in the Schedule of Federal Financial Assist.											
Are the financial statements presented in accordance with GAAP?											
Did the audit report state that the audit was performed in accordance with: 2 CFR part 200											
TIMELINESS											
Was the audit report issued within nine (9) months after the audit period?											
AUDIT STANDARDS											
Was the audit performed in accordance with:											
generally accepted auditing standards (GAAS)?											
generally accepted government auditing standards (GAGAS)?											
Are there any findings pertaining to SACOG funded programs? Do the findings involve questioned costs? If yes, write the details in the Comments section.											
If a corrective action plan was submitted, is it in sufficient detail to resolve the audit findings?											
Does the audit report provide the status of prior year audit findings?											
If yes, have the prior year audit findings been resolved?											
Are any of the current audit findings reported also a prior year audit findings?											
If yes, indicate in the Comments section, the response of the entity.											
Are there any cross-cutting findings pertaining to SACOG funded programs?											
If yes, write the details in the Comments section.											
MANAGEMENT LETTER											
Was a management letter prepared by the auditor?											
If yes, was a copy received by SACOG?											
Are there any weaknesses identified in the letter regarding SACOG funded programs?											
COMMENTS:											

SACRAMENTO AREA COUNCIL OF GOVERNMENTS STANDARD AGREEMENT

THIS AGREEMENT ("Agreement" or "Contract"), is made and entered by and between the SACRAMENTO AREA COUNCIL OF GOVERNMENTS, a joint powers agency (hereinafter "SACOG"), through its duly appointed Executive Director, and _____ FRONTIER ENERGY, INC., a _____ **(type of entity (i.e., Corporation, Limited Liability Company, Sole Proprietorship))** (hereinafter "Contractor"), at Sacramento, California.

RECITALS:

1. Contractor represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this Agreement; and
2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. SACOG desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Time of Performance: Contractor shall complete work in accordance with the Scope of Work, attached hereto as **Exhibit A**, as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.
 - a. This Agreement shall go into effect on **(Insert start date)**, contingent upon approval by SACOG, and Contractor shall commence work after notification to proceed by SACOG's Project Manager. This Agreement shall end on **(Insert End Date)**, unless extended by written amendment pursuant to Section 12 below.
 - b. The services provided pursuant to this Agreement shall begin upon issuance of a Notice to Proceed by SACOG to the Contractor and shall continue until completion, but not later than June 30 of each year.
2. Scope of Work: Contractor agrees to fully perform the work described in **Exhibit A - Scope of Work**. In the event of any inconsistency between **Exhibit A** and other terms and conditions of this Agreement, **Exhibit A** shall control. SACOG reserves the right to review and approve all work to be performed by Contractor in relation to this Agreement. Any proposed amendment to the Scope of Work must be submitted by Contractor in writing for prior review and approval by SACOG's Executive Director or Deputy Executive Director. Approval shall not be presumed unless such approval is made by SACOG in writing.
3. Standard of Quality: All work performed by Contractor under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Contractor's field of expertise.
4. Compliance with Laws: Contractor shall comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders and decrees. Contractor warrants and represents to SACOG that Contractor shall, at its own cost and expense, keep in effect or obtain

at all times during the term of this Agreement, any licenses, permits, insurance and approvals that are legally required for Contractor to practice its profession or are necessary and incident to the performance of the services and work Contractor performs under this Agreement. Contractor shall provide written proof of such licenses, permits, insurance and approvals upon request by SACOG. SACOG is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

5. Consideration:

- a. Payment to Contractor by SACOG shall be made as set forth in **Exhibit A**. The amount to be paid to Contractor under this Agreement shall not exceed **(Insert Amount here Dollars (\$_____))**, unless expressly authorized in writing by the SACOG Executive Director or Deputy Executive Director. In no instance shall SACOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. Contractor shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid Contractor, as provided in this Agreement, shall be in compensation for all of Contractor's expenses incurred in the performance of work under this Agreement, including travel and per diem, unless otherwise expressly so provided.

b. Cost Principles and Administrative Requirements:

- (1) Contractor agrees that the "Contract Cost Principles and Procedures," 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, and "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 CFR, Part 200, shall be used to determine the cost allowability of individual items.
- (2) Contractor also agrees to comply with Federal procedures in accordance with 2 CFR Part 200.
- (3) Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, 23 CFR, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or any other applicable State or Federal Regulations, are subject to repayment by Contractor to SACOG. Disallowed costs must be reimbursed to SACOG within thirty (30) days unless SACOG approves in writing an alternative repayment plan. Should Contractor fail to return disallowed costs to SACOG within thirty (30) days, SACOG is authorized to withhold payments due to Contractor from other SACOG contracts. Should Contractor fail to return disallowed costs to SACOG within thirty (30) days, SACOG is authorized to withhold payments due to Contractor from other SACOG contracts.
- (4) Contractor shall comply with, and shall require its subcontractors to comply with, the requirements for non-State employee travel and subsistence (per diem) expenses found in the California Department of Transportation ("Caltrans") Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the

following link: <https://travelpocketguide.dot.ca.gov/>. Lodging rates shall not exceed rates authorized to be paid non-State employees unless written verification is supplied that such rates are not commercially available to Contractor and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.

- (5) Contractor and subcontractors shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) which segregates and accumulates reasonable, allowable, and allocable costs and matching funds for work elements by line item and produces quarterly reports which clearly identify reimbursable costs and other expenditures and shall provide support for all invoices sent to SACOG. Contractor shall also provide SACOG with the Caltrans, Local Assistance Procedures Manual, **Exhibit 10-K** (Consultant Certification of Contract Costs and Financial Management System) and Exhibit 10-H (Cost Proposal).

- (6) Contractors and subcontractors shall comply with:

23 CFR; Caltrans' Local Assistance Procedures Manual (at <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>);

Caltrans' Local Assistance Programs Guidelines (at <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapg.htm>);

California Public Contract Code, Sections 10300 to 10334, and 10335 to 10381; and all other applicable State and Federal statutes, regulations, and guidelines or additional restrictions, limitations, conditions, or any statute enacted by the state Legislature or adopted by the California Transportation Commission that may affect the provisions, terms, or funding of this project in any manner.

- (7) All subcontracts in excess of \$25,000 shall contain provisions 5.b(1) through 5.b(6) above.

6. Invoicing, Costs and Payment:

- a. Contractor shall submit monthly invoices in arrears to SACOG based on services provided and any actual costs incurred. Each invoice shall include the following: (i) prepared on Contractor's letterhead; (ii) signed by Contractor's Project Manager; (iii) contain a unique invoice number; (iv) attach appropriate documentation; (v) invoice each milestone separately; and (vi) if subcontractors are used, include a separate invoice for each subcontractor in the required format and include a summary of all subcontractors' invoices. Contractor invoices shall also comply with all requirements set forth in Subsection b. below including, but not limited to, Subsection b(8). Invoices for contractual work completed through June 30 of a fiscal year must be submitted by July 30. Contractor shall submit written invoices in triplicate to the SACOG as specified in Subsection b(8). The invoices shall include documentation of reimbursable expenses and other invoiced items sufficient for SACOG, in its opinion, to substantiate billings. (Attached as

Exhibit I is a matrix of SACOG's required supporting documentation for invoices.) SACOG reserves the right to withhold payment of disputed amounts.

b. Allowable Costs and Payments:

- (1) The method of payment for this Agreement will be based on fixed fee. The total lump sum price paid to Contractor will include compensation for all work and deliverables, including travel and equipment described in the Scope of Work. No additional compensation will be paid to Contractor unless there is a change in the Scope of Work. In the instance of a change in the Scope of Work, adjustment to the total lump sum compensation will be negotiated between Contractor and SACOG. Adjustment in the total lump sum compensation will not be effective until authorized by Agreement amendment and approved by SACOG.
- (2) Progress payments may be made monthly in arrears based on the percentage of work completed by Contractor. If Contractor fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, SACOG shall have the right to delay payment or terminate this Agreement.
- (3) When milestone cost estimates are included in the approved Cost Proposal, Contractor shall obtain prior written approval for a revised milestone cost estimate from SACOG's Project Manager before exceeding such estimate.
- (4) Contractor shall not commence performance of work or services until this Agreement has been approved by SACOG, and notification to proceed has been issued by SACOG's Project Manager. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- (5) Contractor will be reimbursed in accordance with Section 6(a) above

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

8. Termination:

- a. SACOG reserves the right to terminate this Agreement upon thirty (30) calendar days' written notice to Contractor with the reasons for termination stated in the notice. The notice shall 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 Contractor at the address indicated in Section 17.

- b. SACOG may terminate this Agreement with Contractor, should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, SACOG may proceed with the work in any manner deemed proper by SACOG. If SACOG terminates this Agreement with Contractor, SACOG shall pay Contractor the sum due to Contractor under this Agreement prior to Contractor's failure to perform, unless the cost of completion to SACOG exceeds the funds remaining in the Agreement. In which case, the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
- c. The maximum amount for which the SACOG shall be liable if this contract is terminated is **[insert total contract NTE amount]** Dollar (\$).

9. Assignment: The parties understand that SACOG entered into this Agreement based on the professional expertise and reputation of Contractor. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by the Contractor either in whole or in part.

10. Binding Agreement: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement.

12. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

13. Contractors and Subcontractors: Contractor shall not subcontract any portion of the work without the prior express written authorization of SACOG.

- 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. Subcontractors performing any work identified in Exhibit A to this Agreement shall be competitively procured in accordance with all applicable local, state and federal laws, rules and regulations, including the Caltrans Local Assistance Program Manual. Contractor agrees to include SACOG's Project Manager in any selection process for any subcontracted work performed under this Agreement.
- b. Nothing contained in this Agreement or otherwise, shall create any contractual relation between SACOG and any subcontractor, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to SACOG for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from SACOG's obligation to make payments to the Contractor.

- c. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by SACOG's Project Manager, except that which is expressly identified in the approved Cost Proposal.
- d. Contractor shall pay its subcontractors within fifteen (15) calendar days from receipt of each payment made to Contractor by SACOG.
- e. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors, including:
 - (1) Comply with applicable State and Federal laws that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, the Drug-Free Workplace Act, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, 2 CFR, Part 200, and "Contract Cost Principles and Procedures."
 - (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 Contractor or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of 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 designees, upon reasonable notice, unrestricted access to any or all books, records, computer records, accounts, documentation, and all other materials pertaining to the performance of this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
 - (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 31, Disadvantaged Business Enterprise Participation.
- f. Any substitution of subcontractors must be approved in writing by SACOG's Project Manager prior to the start of work by the subcontractors.

14. Indemnity: Contractor specifically agrees to indemnify, defend, and hold harmless SACOG, its directors, officers, members, agents, and employees (collectively the "Indemnitees"), from and against any and all actions, claims, demands, losses, costs, expenses, including

reasonable attorneys' fees and costs, damages, and liabilities arising out of or in any way connected with the performance of this Agreement and arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. Contractor shall pay all costs and expenses that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

15. Insurance Requirements: Contractor hereby warrants that it carries and shall maintain, at its sole cost and expense, in full force and effect during the full term of this Agreement and any extensions to this Agreement, the following described insurance coverage:

POLICY

MINIMUM LIMITS OF LIABILITY

- | | |
|--|---|
| (1) Workers' Compensation; Employer's Liability. | Statutory requirements for Workers' Compensation; \$1,000,000 Employer's Liability. |
| (2) Comprehensive Automobile: Insurance Services Office, form #CA 0001 covering Automobile Liability, code 8 (hired autos) and code 9 (non-owned autos). | Bodily Injury/Property Damage \$1,000,000 each accident. |
| (3) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form #CG 0001). | \$2,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit, such limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (4) Errors and Omissions/Professional Liability (errors and omissions liability insurance appropriate to the Contractor's profession as defined by SACOG). | Limit of no less than \$2,000,000 per occurrence or claim. |

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, SACOG requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the SACOG.

- a. Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions in excess of \$5,000 must be declared to and approved by SACOG.
- b. Required Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - (1) For any claims related to this Agreement, the Contractor's insurance coverage shall be the primary insurance with respect to SACOG, its directors, officers, employees and agents. Any insurance or self-insurance maintained by SACOG, its directors, officers, employees or agents shall be in excess of the Contractor's insurance and shall not contribute to it.

- (2) Any failure by Contractor to comply with reporting or other provisions of the policies including breaches of warrants shall not affect coverage provided to SACOG, its directors, officers, employees or agents.
 - (3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (4) Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SACOG.
 - (5) Contractor hereby grants to SACOG a waiver of any right to subrogation which any insurer of said Contractor may acquire against SACOG by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not SACOG has received a waiver of subrogation endorsement from the insurer.
- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by SACOG.
- d. Certificate of Insurance and Additional Insured Requirement: Contractor shall furnish to SACOG an original Certificate of Insurance on a standard ACORD form, or other form acceptable to SACOG, substantiating the required coverages and limits set forth above and also containing the following:
- (1) Thirty (30) days prior written notice to SACOG of the cancellation, non-renewal, or reduction in coverage of any policy listed on the Certificate; and
 - (2) The following statement with respect to the Commercial General Liability policy: "SACOG and its directors, officers, employees and agents, are made additional insureds, but only insofar as the operations under this Agreement are concerned."
- e. Contractor's Responsibility: Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions, or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude SACOG from taking other actions available to it under this Agreement or by law including, but not limited to, actions pursuant to Contractor's indemnity obligations.
16. Retention of Records and Audit Procedures:
- a. SACOG or its designee, including but not limited to any State or Federal agency, shall have the right to review, obtain, and copy 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 subcontractors, for the purpose of monitoring, auditing, or otherwise examining the Records. Such Records shall include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq. (when applicable) and other matters connected with the performance of the contract pursuant to Government Code 8546.7.

- b. If so directed by SACOG upon expiration of this Agreement, the Contractor shall cause all Records to be delivered to SACOG as depository.
- c. Contractor and its subcontractors agree to cooperate with the State and SACOG by making all appropriate and relevant project Records available for audit, inspection, and/or copying by the State, the California State Auditor, or any duly authorized representative of the State or Federal government. Such Records shall be available at all reasonable times during the term of this Agreement and for three (3) years from the date of submission of the final expenditure report by the State to FHWA.
- d. For the purpose of determining compliance with Public Contract Code 10115, *et seq.*, and Title 21, California Code of Regulations, Chapter 21, Section 2500, *et seq.*, (when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7), Contractor, subcontractors, and SACOG shall maintain and make available for inspection all Records, and other evidence pertaining to the performance of the contract including, but not limited to, the costs of administering the Agreement.
 - (1) All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the Agreement. The State, State Auditor, SACOG, FHWA, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Contractor and its certified public accountants (CPA) work papers that are pertinent to the Agreement, and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
 - (2) Subcontracts in excess of \$25,000 shall contain this entire Section 16.
- e. Audit Review Procedures:
 - (1) Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by SACOG's Executive Director.

- (2) Not later than 30 days after issuance of the final audit report, Contractor may request a review by SACOG's Executive Director of unresolved audit issues. The Contractor's request for review will be submitted in writing.
- (3) Neither the pendency of a dispute nor its consideration by SACOG will excuse Contractor from full and timely performance in accordance with the terms of this Agreement.
- (4) Contractor and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit workpaper review. If selected for audit or review, the Agreement, cost proposal, ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Contractor's responsibility to ensure Federal, State, or local government officials are allowed full access to the CPA's workpapers including making copies as necessary. The Agreement, Cost Proposal, and ICR shall be adjusted by Contractor and approved by SACOG to conform to the audit or review recommendations. Contractor agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by SACOG at its sole discretion. Refusal by Contractor to incorporate audit or review recommendations, or to ensure that the Federal, State or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

17. **Project Managers:** SACOG's Project Manager for this Agreement is **(Insert SACOG Project Manager Name)** unless SACOG otherwise informs Contractor. Any notice, report, or other communication required by this Agreement shall be mailed by first-class mail to the SACOG Project Manager at the following address:

(Insert SACOG Project Manager Name and Title)

Sacramento Area Council of Governments

1415 L Street, Suite 300

Sacramento, CA 95814

Telephone:

Email:

Contractor's Project Manager for this Agreement is **(Insert Vendor Project Manager)**. No substitution of Contractor's Project Manager is permitted without the prior written agreement of SACOG, which agreement shall not be unreasonably withheld. With the exception of notice pursuant to Section 8 (a) above, any notice, report, or other communication to Contractor required by this Agreement shall be mailed by first-class mail to:

(Insert Vendor Project Manager Name and Title)

Company Name

Address

Phone Number

E-mail Address:

18. **Successors:** This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. **Waivers:** No waiver of any breach of this Agreement shall 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 Contractor of these provisions, shall 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.

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

21. **National Labor Relations Board Certification:** Contractor, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

22. **Americans with Disabilities Act (ADA) of 1990; Accessibility:** By signing this Agreement, Contractor 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 including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Contractor also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code section 4450 and 4454, if applicable.

23. **Compliance with Non-Discrimination and Equal Employment Opportunity Laws:** It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101 *et seq.*, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code §§ 12900 *et seq.*), and other California State discrimination laws and regulations. SACOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy,

childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. SACOG prohibits discrimination by its employees, contractors and consultants.

Contractor hereby certifies, under penalty of perjury under the laws of California, that it complies with, and that Contractor will require that its subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Contractor to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Contractor and its subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act”, 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Contractor and its subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. §§ 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Contractor and its subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Contractor and its subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status and shall comply with the obligations of the “Administering Agency, as set forth in **Exhibit G**, “Fair Employment Practices Addendum” and **Exhibit H**, “Non-Discrimination Assurances” attached hereto and incorporated herein by this reference. Contractor and its subcontractors will further ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Contractor and its subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California 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.*), as well as Title 2, California Administrative Code, Section 8103. 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. Contractor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Contractor shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Contractor, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
- f. Contractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering SACOG's component of its DBE program, Contractor will not directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishment of the objectives of the DBE program with respect to individual of a particular race, color, sex or national origin.
- g. Contractor will include the provisions of this Section 23 in all contracts to perform work funded under this Agreement.

24. Drug-Free Certification: By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor 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 Contractor who works under this Agreement shall:
 - (1) Receive a copy of Contractor's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

25. 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.

26. Debarment, Suspension, and Other Responsibilities: Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds:

- a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
- b. Has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Is presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commissions of any of the offenses enumerated in paragraph "b" above.
- d. Has within a three-year period preceding this Agreement, had one or more public transactions or contracts (Federal, State, or local) terminated for cause or default.
- e. Contractor shall complete the Debarment Certification Form, attached hereto as **Exhibit B**.

27. Conflicts of Interest:

- a. Contractor shall disclose any financial, business, or other relationship with SACOG that may have an impact upon the outcome of this Agreement, or any ensuing SACOG construction project. Contractor shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing SACOG construction project, which will follow.
- b. Contractor hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.
- c. Contractor shall immediately notify SACOG of any and all potential violations of this Section upon becoming aware of the potential violation.
- d. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

28. Covenant Against Contingent Fees: Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage, fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, SACOG shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

29. Political Reform Act Compliance: Contractor is aware and acknowledges that certain contractors that perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, *et seq.*) and its implementing regulations (2 California Code of Regulations § 18110, *et seq.*). Contractor agrees that any of its officers or employees deemed to be "consultants" under the Act by SACOG, as provided for in the Conflict of Interest Code for SACOG, shall promptly file economic disclosure statements for the disclosure categories determined by SACOG, to be relevant to the work to be performed under this Agreement and shall comply with the disclosure and disqualification requirements of the Act, as required by law.

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

- a. Contractor 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 Contractor, 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 contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, attached hereto as **Exhibit J**.

- 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 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

31. Disadvantaged Business Enterprise (DBEs) Participation: This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs." DBE's and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with Federal funds; however, DBE participation is not a condition of award. In any event, Contractor shall complete the DBE Information Form attached to this Agreement as **Exhibit C**, as well as **Exhibit 10-O1** from the Caltrans Local Assistance Procedures Manual, so that SACOG may compile statistics for Federal reporting purposes. In compliance with 49 CFR 26.37, a Disadvantaged Business Enterprises Utilization Report ("Form 3069") is required, as specified in this Agreement. The Consultant shall submit a Form 3069, with each invoice. Failure to provide the Form 3069 with each invoice will result in twenty-five percent (25%) of the dollar, value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory Form 3069 is submitted to SACOG."

- a. Non-Discrimination: Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor or subcontractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate. Each subcontract signed by Contractor in the performance of this Agreement must include this nondiscrimination clause.
- b. Prompt Payments to DBE and Non-DBE Subcontractors:

- (1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 15 days from the receipt of each payment Contractor receives from SACOG. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of SACOG. This clause applies to both DBE and non-DBE subcontracts.
- (2) Contractor agrees to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of SACOG. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by SACOG. If SACOG makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

In the event Contractor fails to promptly return retainage as specified above, SACOG shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as SACOG deems appropriate including, but not limited to, administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.

- (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.
- c. Records: Contractor shall maintain records of all subcontracts entered into with certified DBE subcontractors and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to SACOG.
- d. Termination of a DBE: In conformance with 49 CFR Section 26.53:
- (1) Contractor shall not terminate a listed DBE subcontractor unless Contractor has received prior written authorization from SACOG's Project Manager. SACOG's Project Manager will authorize termination only if the Project Manager determines that Contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).

- (2) Prior to requesting SACOG's authorization to terminate and/or substitute a DBE subcontractor, Contractor shall give notice in writing to the DBE subcontractor, with a copy to SACOG, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five days to respond to the Contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why SACOG should not approve the Contractor's action. SACOG may, in instances of public necessity, approve a response period shorter than five days.
- (3) If a DBE subcontractor is terminated or fails to complete its work for any reason, Contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
- e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify Contractor in writing with the date of certification. Contractor shall then provide to the Project Manager of SACOG written documentation indicating the DBE's existing certification status.
- f. Noncompliance by Contractor. Contractor's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

32. Campaign Contribution Disclosure: Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as **Exhibit D**.

33. 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.

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

35. Integration: This Agreement represents the entire understanding of SACOG and Contractor 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.

36. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, 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, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall 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.

37. 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.

38. 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.

39. Ownership; Permission:

- a. Contractor agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of SACOG, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to SACOG upon request.
- b. Contractor represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by Contractor or that all required permissions and license agreements have been obtained and paid for by Contractor; and (ii) SACOG is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in **Exhibit A**. Contractor shall 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.

40. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

41. Payee Data Record Form: Contractor shall complete the Payee Data Record form attached to this Agreement as **Exhibit E**, in lieu of IRS W-9, so that SACOG may submit payment information to its auditor/treasurer (Sacramento County).

42. Rebates, Kickbacks, or Other Unlawful Consideration: Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SACOG employee. For breach or violation of this warranty, SACOG shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement

price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

43. Equipment Purchase:

- a. Prior authorization in writing, by SACOG's Project Manager shall be required before Contractor enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Contractor services. Contractor shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in Contractor's Cost Proposal and exceeding \$5,000 prior authorization by SACOG's Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this contract is subject to the following: "Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, SACOG shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Contractor may either keep the equipment and credit SACOG in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SACOG procedures, and credit SACOG in an amount equal to the sales price. If Contractor elects to keep the equipment, fair market value shall be determined at Contractor's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SACOG and Contractor, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SACOG." 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- d. All subcontracts in excess \$25,000 shall contain the above provisions.

44. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

45. Clean Air Act: Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and 176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR part 93 ("Clean Air requirements"). Contractor agrees to report each Clean Air requirement violation to SACOG and understands and agrees that SACOG will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

46. Disputes: Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be submitted in writing to a committee consisting of SACOG's Contracts Administrator and General Counsel. This Committee may consider the written information or additional verbal information submitted by Contractor at the request of the Committee. A determination shall be made by the Committee within 10 business days. In the event that Contractor disputes the Committee's determination, Contractor may request review by SACOG's Executive Director of unresolved claims or disputes, other than audit, not later than 30 days after completion of all work under the Agreement. The Contractor's request for review must be submitted in writing. Neither the pendency of a dispute, nor its consideration by the Committee, will excuse Contractor from full and timely performance in accordance with this Agreement.

47. Confidentiality of Data:

- a. All financial, statistical, personal, technical, or other data and information relative to SACOG's operations, which are designated confidential by SACOG and made available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- b. Permission to disclose information on one occasion, or public hearing held by SACOG relating to the contract, shall not authorize Contractor to further disclose such information, or disseminate the same on any other occasion.
- c. Contractor shall not comment publicly to the press or any other media regarding this Agreement or SACOG's actions on the same, except to SACOG's staff, Contractor's own personnel involved in the performance of this contract, or in response to questions from a Legislative committee.
- d. Contractor shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by SACOG, and receipt of SACOG'S written permission.
- e. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Section.
- f. All information related to cost estimates is confidential, and shall not be disclosed by Contractor to any entity other than SACOG.

48. Evaluation of Contractor Performance: Contractor's performance may be evaluated by SACOG. A copy of the evaluation will be sent to Contractor for comments. The evaluation together with the comments shall be retained as part of the contract file.

49. Recovered Materials: The consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The consultant agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

50. Program Fraud and False or Fraudulent Statements or Related Acts:

- a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.
- b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.
- c. The Consultant agrees to include the above two (2) clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the sub-consultant who will be subject to the provisions.

51. Funding Requirements:

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- b. This Agreement is valid and enforceable only, if sufficient funds are made available to SACOG for the purpose of this Agreement. In addition, this Agreement is subject

to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or SACOG's governing Board that may affect the provisions, terms, or funding of this Agreement in any manner.

- c. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect any reduction in funds.
- d. SACOG has the option to void the contract under the 30-day termination clause pursuant to Section 8 of this Agreement, or by mutual agreement to amend the contract to reflect any reduction of funds.

52. Prohibition on Providing or Using Certain Telecommunications and Video Surveillance Services or Equipment: Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), CONTRACTOR must not: (a) provide "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as part of its performance under this Contract, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or (b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Contract, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

53. Notification to FTA; Flow Down Requirement: If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify SACOG, which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which SACOG is located. The Contractor must include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

- a. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement between the FTA and SACOG, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- c. Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify SACOG, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which SACOG is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or

embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement with SACOG involving a principal, officer, employee, agent, or Third-Party Participant of the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

54. Economic Sanctions: Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, SACOG shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

55. United States-flag Vessels: Per 46 CFR 381, Use of United States-flag vessels, the contractor agrees:

- a. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- b. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- c. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

(Signature Page to Follow)

Contract #: _____
Funding Source: _____
Project Code: _____

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

SACRAMENTO AREA COUNCIL OF GOVERNMENTS

JAMES CORLESS
Executive Director

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to SACOG

RECOMMENDED BY:

NAME
Title

CONTRACTOR COMPANY:

NAME
Title

EXHIBIT "A"

(SAMPLE) Scope of Work

(Include description of each bullet point below)

(Include detailed description of terms of payment, e.g., specify fixed amount with no reimbursable costs, specify hourly rate with identified reimbursable costs up to a "not to exceed" figure)

- **Introduction:**

(Insert Project Description)

- **Tasks:**

Task 1:

Deliverable:

Completion date:

Budget: \$

Task 2:

Deliverable:

Completion date:

Budget: \$

- **Budget:** The total amount to be paid to Contractor under this Agreement shall not exceed _____ Dollars (\$_____), unless expressly authorized in writing by the SACOG Executive Director.

- **Labor Budget**

Staff Name/Title	Tasks	Rate	Hours	Total

- **Option Years:** The amount to be paid to Contractor under this Agreement (including 2 Option Years if exercised) shall not exceed *(Insert Amount)* Dollars (\$*(Insert Amount)*), unless expressly authorized in writing by the Executive Director.

Contractor shall perform the specified work for the following "not to exceed" amounts for each fiscal year:

- **Option Years Budget Table**

Option Year: FY ending June 30, xx	Tasks:	Budget Amount: \$
Option Year: FY ending June 30, xx	Tasks:	Budget Amount: \$

Contract #: _____
Funding Source: _____
Project Code: _____

EXHIBIT 10-H (COST PROPOSAL)

INSERT LAPM FORM 10-H COST FORM HERE

Contract #: _____
Funding Source: _____
Project Code: _____

**EXHIBIT 10-K (CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND
FINANCIAL MANAGEMENT SYSTEM)**

INSERT EXHIBIT 10-K HERE

EXHIBIT B
DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of Federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (Federal, State, or local); violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (Federal, State, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency.

Dated this _____ day of _____, 20 _____

By _____
Authorized Signature for Contractor

Printed Name and Title

Contractor Firm Name and Type of Entity (*Corp., Partnership, Sole Proprietor*)

Address

City/State/Zip Code

Area Code/Telephone Number and E-Mail Address

EXHIBIT C

DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM

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). 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 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds. A certified DBE 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 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. The CUCP database may be accessed on-line at <https://dot.ca.gov/programs/civil-rights/dbe-search>. If you believe a firm is certified but cannot locate it in the CUCP database, you may contact the Caltrans Office of Office of Civil Rights -Certification Units via email at DBE.Certification@dot.ca.gov or 916-324-1700 for assistance.

DBE/UDBE Participation Information

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

___ **Option #1 - No Certified DBE 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)

Contract #: _____
Funding Source: _____
Project Code: _____

Name of Certified DBE DBE Certification No. _____

DBE Address DBE Telephone No. _____

DBE E-Mail Address _____

Annual Gross Receipts (check one):

_____	Less than \$500,000	Age of Firm _____
_____	\$500,000-\$1 million	
_____	\$1 million-\$2 million	
_____	\$2 million-\$5 million	
_____	Over \$5 million	

Race/Ethnicity: _____ Asian Pacific _____ Caucasian _____ Other _____
_____ Asian Subcontinent _____ Hispanic
_____ Black _____ Native American

Capacity of DBE (*e.g., contractor, subcontractor, vendor*) \$ Amount DBE Participation _____

Description of services or materials to be provided by DBE

Submitted by:

Signature **Date** _____

Print Name and Title

Name of Contractor, if different than signatory

Contract #: _____
Funding Source: _____
Project Code: _____

**EXHIBIT 10-01 DBE COMMITMENT
OR EXHIBIT 15-H GOOD FAITH EFFORTS**

IF THERE IS A DBE, INSERT 10-01 HERE

OR

IF THERE NO DBE, INSERT 15-H HERE

EXHIBIT D
LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

The following is a listing of all SACOG Board of Directors and Alternates:

SACOG Directors

Karm Bains	Sue Frost	Paul Joiner	Michael Saragosa
Gary Bradford	Jill Gayaldo	Patrick Kennedy	Tim Schaefer
Chris Branscum	Lakhvir Ghag	Jenny Knisley	Tom Stallard
Pamela Bulahan	Bonnie Gore	Mike Kozlowski	Darren Suen
Trinity Burruss	Martha Guerrero	Jesse Loren	Wendy Thomas
Josh Chapman	Shon Harris	Rich Lozano	Mai Vang
Rich Desmond	Bruce Houdesheldt	David Sander	Rick West
Alice Dowdin Calvillo	Rick Jennings II	Oscar Villegas	

SACOG Alternate Directors:

Mat Conant	Daniel Berlant	Eric Guerra	John Clerici
Krista Bernasconi	Lucas Frerichs	Holly Andreatta	Porsche Middleton
Andy Vasquez, Jr.	None	None	Mayra Vega
Bruce Buttacavoli	Bill Halldin	David Ring	Bobbie Singh-Allen
None	Jeremy Chapdelaine	Sarah Aquino	Lori Parlin
Dave Ackerman	Suzanne Jones	Bill Biasi	Eric Guerra
Will Arnold	Dawnte Early	Shawn Farmer	Angela Teter
None	Marc Boomgaarden	Donald Terry	

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any SACOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

☐ YES ☐ NO If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any SACOG Director(s) in the three months following the award of the contract?

☐ YES ☐ NO If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude SACOG from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

_____ (DATE)	_____ (SIGNATURE OF AUTHORIZED OFFICIAL)	_____ (PRINT LEGAL NAME OF ENTITY)
	_____ _____ (PRINT NAME AND TITLE OF AUTHORIZED OFFICIAL)	

California Government Code Section 84308

- (a) The definitions set forth in this subdivision shall govern the interpretation of this section.
- (1) **"Party"** means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.
 - (2) **"Participant"** means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if he or she lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.
 - (3) **"Agency"** means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, local governmental agencies whose members are directly elected by the voters, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.
 - (4) **"Officer"** means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.
 - (5) **"License, permit, or other entitlement for use"** means all business, professional, trade and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.
 - (6) **"Contribution"** includes contributions to candidates and committees in Federal, State, or local elections.
- (b) No officer of an agency shall accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party, or his or her agent, or from any participant, or his or her agent, while a proceeding involving a license, permit, or other entitlement for use is pending before the agency and for three months following the date a final decision is rendered in the proceeding if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer accepts, solicits, or directs the contribution for himself or herself, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.
- (c) Prior to rendering any decision in a proceeding involving a license, permit or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. No officer of an agency shall make, participate in making, or in any way attempt to use his or her official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has

willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

- (d) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party, or his or her agent, to any officer of the agency. No party, or his or her agent, to a proceeding involving a license, permit, or other entitlement for use pending before any agency and no participant, or his or her agent, in the proceeding shall make a contribution of more than two hundred fifty dollars (\$250) to any officer of that agency during the proceeding and for three months following the date a final decision is rendered by the agency in the proceeding. When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in subdivisions (b), (c), and this subdivision.
- (e) Nothing in this section shall be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 1102 Q Street, Suite 3000, Sacramento, CA 95811, (916) 322-5660.

Government Code 1090 Disclosure

California Government Code Section 1090 prohibits public officials from having an economic interest in their agencies' contracts. This prohibition applies to elected and appointed officials as well as their alternates, the public agency's employees, or consultants participating in any way in the development or approval of the contract.

Accordingly, SACOG requires that all proposer's affirm that no SACOG Director, Alternate Director, or SACOG Employee, has an economic interest in the proposer's entity. Failure to disclose a financial interest subject to Government Code Section 1090 may result in any contract entered into with SACOG being void.

The following is a listing of all SACOG Directors and Alternates:

SACOG Directors

Karm Bains	Sue Frost	Paul Joiner	Michael Saragosa
Gary Bradford	Jill Gayaldo	Patrick Kennedy	Tim Schaefer
Chris Branscum	Lakhvir Ghag	Jenny Knisley	Tom Stallard
Pamela Bulahan	Bonnie Gore	Mike Kozlowski	Darren Suen
Trinity Burruss	Martha Guerrero	Jesse Loren	Wendy Thomas
Josh Chapman	Shon Harris	Rich Lozano	Mai Vang
Rich Desmond	Bruce Houdesheldt	David Sander	Rick West
Alice Dowdin Calvillo	Rick Jennings II	Oscar Villegas	

SACOG Alternate Directors:

Mat Conant	Daniel Berlant	Eric Guerra	John Clerici
Krista Bernasconi	Lucas Frerichs	Holly Andreatta	Porsche Middleton
Andy Vasquez, Jr.	None	None	Mayra Vega
Bruce Buttacavoli	Bill Halldin	David Ring	Bobbie Singh-Allen
None	Jeremy Chapdelaine	Sarah Aquino	Lori Parlin
Dave Ackerman	Suzanne Jones	Bill Biasi	Eric Guerra
Will Arnold	Dawnte Early	Shawn Farmer	Angela Teter
None	Marc Boomgaarden	Donald Terry	

I affirm that none of the abovementioned individuals have a financial interest in

[Print Legal Name of Entity]

Signature of Authorized Official

Print Name

Title

Funding Source: _____
Project Code: _____

EXHIBIT E



County of Sacramento
PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the County of Sacramento)

PAYEE DATA RECORD INSTRUCTIONS: Complete all information requested on this form. Sign, date, and return to the Department requesting this information. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by the Department of Finance to prepare Information Returns (Form 1099), determine California non-resident withholding and fulfill reporting obligations under the California Independent Contractor Reporting Law. Payment will be subject to a combined federal and state income tax backup withholding of 35%, without a valid FEIN/SSN. See next page for more information and Privacy Statement.					
TYPE Check the boxes that apply to Sacramento County's payments to you ☐ Goods ☐ Services ☐ Medical Services ☐ Legal Services ☐ Rents/Lease ☐ Other _____					
PAYEE INFORMATION NAME (as shown on your income tax return) TRADE NAME OR DBA (if different from line 1) MAILING ADDRESS (Number and Street or P.O. Box Number) (City, State and Zip Code) PAYMENT REMITTANCE ADDRESS (Number and Street or P.O. Box Number, City, State and Zip Code) ePAYABLE CONTACT INFORMATION (Name, Phone Number and Email Address)					
FEDERAL TAX CLASSIFICATIONS & EXEMPTIONS Check appropriate federal tax classification ☐ INDIVIDUAL OR SOLE PROPRIETOR (SSN) ☐ PARTNERSHIP (FEIN) ☐ ESTATE OR TRUST (FEIN) SSN is mandatory of all Individuals/Sole Proprietors by authority of CA Revenue and Taxation Code Section 18645 and CA Independent Contractor Reporting Section 1088.8 <u>CORPORATION (FEIN); (MARK ONLY ONE TYPE):</u> ☐ C CORPORATION (FEIN) ☐ S CORPORATION (FEIN) <u>LIMITED LIABILITY COMPANIES (LLC):</u> ☐ LIMITED LIABILITY COMPANY. ENTER THE TAX CLASSIFICATION (C=Corporation S=S Corporation P=Partnership) _____ ☐ GOVERNMENT ENTITIES - Federal, State, and Local (Including School Districts) ☐ EXEMPT (nonprofit) payee code if any _____ Exemption from FATCA reporting (see instructions on next page)					
TAX ID NUMBER Enter your TIN in the appropriate box. If you are an individual or sole proprietor you must enter your SSN. Single member LLCs (disregarded entities must enter the TIN of the owner identified on the Name line). SOCIAL SECURITY NUMBER _____ EMPLOYER IDENTIFICATION NUMBER _____ [][]-[][]-[][][][] [][]-[][][][][][][][]					
RESIDENCY STATUS ☐ California Resident - Qualified with Secretary of State to do business in California or maintains a permanent place of business in California. (See Nonresident Withholding on next page) ☐ California Nonresident - Subject to State income tax withholding. (see Nonresident Withholding on next page) ☐ California Nonresident Exemption - To qualify for exemption, check one of the following: ☐ No services provided in California. ☐ A completed Franchise Tax Board Form 500. - (must be attached) ☐ A waiver of State withholding from Franchise Tax Board. - (must be attached) CALIFORNIA SALES TAX PERMIT NUMBER _____ (required only for California nonresident vendors that charge California sales tax)					
CERTIFYING SIGNATURE Under penalty of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number, and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest of dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a United States person (including a United States resident alien), and 4. The FATCA codes(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. 5. If facts change upon which this form are based, I will promptly notify the County of Sacramento. AUTHORIZED PAYEE REPRESENTATIVE'S NAME & TITLE(Type or Print) _____ E-MAIL ADDRESS _____ SIGNATURE OF U.S. PERSON _____ DATE _____ TELEPHONE NUMBER _____					

County of Sacramento

County of Sacramento
Payee Data Record
(REV Apr 2017)

PURPOSE OF FORM

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you for real estate transaction.

ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the County of Sacramento must indicate their residency status along with their taxpayer identification number.

A nonresident payee can use Franchise Tax Board Form 587 to allocate California source payments and determine if withholding is required. This form must be certified and is valid for the duration of the contract provided there is no material change in the facts. By signing Form 587, the payee agrees to promptly notify the withholding agent of any changes in facts.

If appropriate, attach a completed Franchise Tax Board Form 587 to this form.

A corporation will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For individual/sole proprietorship, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a partnership is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate, if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call.....1-800-852-5711
From outside the United States, call.....1-916-845-8500
For hearing impaired with TDD, call.....1-800-822-6268

EXEMPTIONS

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemption box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3 of IRS Form W-9 (Rev. 8-2013) for the codes.

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates, and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FRB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

State of California
Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, CA 95812-0651
Telephone: (916) 845-4900
FAX: (916) 845-4831

WEB SITE: www.ftb.ca.gov

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax board, attach a copy to this form.

ePAYABLE CONTRACT INFORMATION

The County offers electronic payments through ePayables. The benefits to your company include: saving time and money-reduces labor, hassle, expenses and risk associated with checks; enhancing cash flow-expedites the receipt of payments by eliminating mail and paper check float; requires no change to invoice procedures; and electronic payments are more secure and conserves the environment by eliminating printing and mailing paper checks. When you enroll in this payment option, we need a contact name, phone number and email address. It is best to provide a group email address, in case there is a change in your staff. This payment process allows electronic remittance advice to be sent to your group email address detailing invoices that are approved for payment along with dollar amount. If you are interested in participating in this program, please email to ePayables@sacounty.net and include: company name, contact person, email address and phone number.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The County of Sacramento requires that all parties entering into business transactions that may lead to payment(s) from the County must provide their valid Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18846 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for an individual and a sole proprietorship is the Social Security Number (SSN). The Internal Revenue Service (IRS) considers a TIN as incorrect if either the name or the number shown on an account does not match a name and number combination in their files or the files of the Social Security Administration (SSA). Section 3406 of the Internal Revenue Code requires that we withhold 28% in tax, called backup withholding, if the correct Payee name/TIN combination is not provided.

It is mandatory to furnish the information required. Federal law requires that payments for which the requested information is not provided be subject to a 28% withholding and state law imposes noncompliance penalties of up to \$20,000.

700 H Street, Room 3650 • Sacramento, CA 95814 • Phone (916) 874-7411 • Fax (916) 874-6182 • email: W9@sacounty.net

Contract #: _____
Funding Source: _____
Project Code: _____

EXHIBIT F

INTENTIONALLY OMITTED

EXHIBIT G

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care, pregnancy leave, or disability leave. ADMINISTRATION AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(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. Each of the ADMINISTERING AGENCY's contractors and all subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for purposes of investigation to ascertain compliance with the Fair Employment section of this AGREEMENT.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that

Contract #: _____
Funding Source: _____
Project Code: _____

ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment provision, STATE shall have the right to terminate this AGREEMENT either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any monies due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT H

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, a condition to receiving any Federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42, U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964” (hereinafter referred to as the REGULATIONS), the Federally-aid Highway Act of 1973, and other pertinent directives, to and that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation, ADMINISTERING AGENCY HEREBY GIVES ASSURANCES THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this AGREEMENT. This Assurance is required by subsection 21.7(a)(1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to the Federal-Assisted Program:

1. That ADMINISTERING AGENCY agrees that each “program” and each “facility” as defined in subsection 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the Federal-Assisted Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this Assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal finance assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of the Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C:

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D:

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this Assurance obligates ADMINISTERING AGENCY for the period during which federal financing assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of personal property or real property or interest therein, or structures, or improvements thereon, in which case the Assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. The ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he/she delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all

requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the AGREEMENT.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE-assisted contract or in the administration on its DBE Program or the requirement of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of STATE-assisted contracts. ADMINISTERING AGENCY's DBE Race-Neutral Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases refer the matter for enforcement under 18 U.S.C 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 U.S.C. 3801 et seq.).

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT H

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agree as follows:

1. Compliance with Regulations: ADMINISTERING AGENCY shall comply with the REGULATIONS relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), which are incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. Solicitations for Sub-agreements, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements or materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this AGREEMENT and the REGULATION relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.
5. Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this AGREEMENT, STATE shall impose such AGREEMENT sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to ADMINISTERING AGENCY under the AGREEMENT within a reasonable period of time, not to exceed ninety (90) days; and/or

(b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.

6. Incorporation of Provision: ADMINISTERING AGENCY shall include the provisions of paragraphs 1 through 6 in every sub-agreement, including procurements of materials and leases of equipment unless exempt by the REGULATIONS or directives issues pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance provided; however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of the STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT H

The following clauses shall be included in any and all deeds affecting or recording the transfer of PROJECT real property; structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOT, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with, and in compliance with, Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remiss, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said and described in Exhibit “A” attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject; however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land to itself, its successors and assigns.

1. That no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereto conveyed(:) (and)^a

2. That ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (:;) and

^a Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Contract #: _____
Funding Source: _____
Project Code: _____

3. That in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed^b.

^b Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT H

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add “as covenant running with the land) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

APPENDIX D TO EXHIBIT H

The following shall be included in all deeds, licenses, leases, permits, or similar agreements extended into by the ADMINISTARTING AGENCY, pursuant to the provisions of Assurance 7(b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add “as a covenant running with the land”) that:

1. No person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
2. That in construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; and
3. That the (grantee, licensee, permittee, etc.), shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.), and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.), had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

APPENDIX E TO EXHIBIT H

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

EXHIBIT I - SACOG REQUIRED SUPPORTING DOCUMENTATION FOR INVOICES

Type of Expense	Required Supporting Documentation for <u>Sub-Recipient</u> Invoices	Required Supporting Documentation for <u>Contractor/ Sub-Contractor</u> Invoices
Labor Costs	☐ Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/ deliverables + hourly rate	☐ Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/ deliverables + hourly rate
Travel Costs	☐ Travel request approval/details and appropriate documentation for type of travel expense below:	☐ Travel request approval/details and appropriate documentation for type of travel expense below:
Mileage	☐ Date, miles driven, addresses traveled from and to, purpose of travel. ☐ Map preferred.	☐ Date, miles driven, addresses traveled from and to, purpose of travel. ☐ Map preferred.
Meals, Incidentals, Transportation & Lodging	☐ <u>Itemized receipts for all meals/incidentals. Will only reimburse up to state per diem rates.</u> ☐ If any charges are for more than one person, names of all parties and purpose of charge must be provided.	☐ <u>Itemized receipts for all meals/incidentals. Will only reimburse up to state per diem rates.</u> ☐ If any charges are for more than one person, names of all parties and purpose of charge must be provided.
Indirect/Overhead Charge	☐ Approval of indirect rate from cognizant agency	☐ Approval of indirect/overhead rate from cognizant agency or ☐ <u>Form 10-K (Consultant certification of Contract Costs and Financial Management System.)</u>
Meetings Related Expenses	☐ Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement.	☐ Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement.
Other Expenses	☐ Detailed receipts	☐ Detailed receipts
In-Kind/Match	☐ Documentation supporting in-kind or other match. ☐ If staff time is used for match, follow "labor costs" documentation requirements. ☐ If other costs are used, follow the rules for other types of expenses and provide details on procurement process used. In order to be allowable for match, any costs incurred must have been procured following same rules SACOG is subject to based on type of grant funding. ☐ If providing actual funds, identify what type of funds are being provided (local, state, federal, federal aid) and/or source of funds (granting agency.)	N/A
Procurement Documentation	☐ Copy of procurement documentation showing compliance with procurement regulations for type of funding passed through.	N/A
Proof of Payment	☐ Copy of cancelled check showing proof of cleared payment	N/A

EXHIBIT J

CERTIFICATION OF RESTRICTIONS ON LOBBYING

(To be submitted with each bid or offer exceeding \$100,000)

I, _____, hereby certify on behalf of _____ that
(name and title of official) (name of Contractor)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

For purposes of this Certification, this Agreement resulting from this RFP shall be considered a federal contract. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____.

By

(Signature of authorized official)

(Title of authorized official)

Contract #: --
Project Billing Code #: --
Funding Source: --
CFDA Title: --
CFDA #: --
Name of Federal Awarding Agency: --

**SACRAMENTO AREA COUNCIL OF GOVERNMENTS
SUBRECIPIENT AGREEMENT**

with
AGENCY NAME
For the **Project Name**

THIS SUBRECIPIENT AGREEMENT is made and entered into effective the _____ day of _____, 2024 by and between SACRAMENTO AREA COUNCIL OF GOVERNMENTS, a California joint powers agency ("SACOG") and the AGENCY NAME ("Subrecipient").

RECITALS

WHEREAS, SACOG has been awarded Description of **Grant/Funding** administered through the California Department of Transportation ("Caltrans"), to implement and support **Project Name**; and

WHEREAS, SACOG has awarded Subrecipient with funding, on a reimbursable basis, for **Project Name** ("Project"); and

WHEREAS, Subrecipient must provide a minimum of a Match **%%** match or a minimum of **\$Match \$** utilizing eligible non-Federal funds; and

WHEREAS, Subrecipient is eligible to apply for and receive Federal and State financial assistance as a public body corporate and politic of the State of California; and

WHEREAS, the Sub-recipient is a Sub-recipient of State and Federal planning funds programmed in SACOG's annual Overall Work Program (OWP), administered by and through SACOG. The SACOG 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 SACOG and its Sub-recipients; and

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

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

WHEREAS, SACOG 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.

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Scope of Work: Subrecipient will fully perform all work necessary to complete the Project as identified in **Exhibit "A"** (Scope of Work) which includes the tasks to be performed by Subrecipient as well as Project deliverables, timeline and budget. Attached hereto as **Exhibit "C"** and incorporated herein is Subrecipient's Grant Application. Any proposed amendment to Exhibit "A" must be agreed to in advance by the parties pursuant to a written amendment in accordance with Section 12 and is subject to approval by the FTA, FHWA, Caltrans, or any other Federal or State agency having jurisdiction.

a. Scope of Responsibilities.

- 1) SACOG shall engage the Subrecipient and the Subrecipient shall be responsible for the complete performance of the work described in Exhibit A, including the grant-funded and any in-kind match work, in accordance with the budget constraints described in Exhibit A as reflected in the adopted SACOG Overall Work Program.
- 2) Subrecipient subcontracts for work identified in Exhibit A are required to be competitively procured consistent with any applicable rules and guidelines, including the Caltrans Local Assistance Procedures Manual. Subrecipient must also include the SACOG Project Manager in selection processes for work identified in Exhibit A. Subcontracts shall provide all forms required by Section 6(h) of this Agreement.
- 3) The Subrecipient Project Manager shall coordinate all work described in the Exhibit A with the SACOG Project Managers identified under each work element listed in Exhibit A. SACOG shall not be obligated to make payments to the Subrecipient until the Subrecipient Project Manager has carried out the applicable responsibilities described in this Agreement.

b. Personnel. The Subrecipient shall hire personnel to perform the work described in Exhibit A, only in the following manner:

- 1) Subrecipient Personnel. The Subrecipient, upon approval and authorization of its governing body, shall utilize employees with salaries that do not vary on the basis of funds received from SACOG.

c. Materials to be Furnished to the Subrecipient.

- 1) SACOG shall, if applicable, provide the Subrecipient with a right to use (without charge by SACOG) information, data, reports, records and maps which are in possession of or readily available to SACOG, for the purposes of carrying out work under this Agreement. However,

SACOG's proprietary information or otherwise confidential or privileged materials shall not be provided to the Subrecipient, unless authorized by SACOG's legal counsel, except as provided under the Public Records Act and other state and federal laws.

- 2) At the option of SACOG and if allowable under Federal and State grant requirements, SACOG may, if applicable to project scope of work, procure equipment, software, or other materials for use by the Subrecipient, only for purposes of carrying out work described under this Agreement. The Subrecipient agrees to comply with all license agreements for software or other materials procured by SACOG for use by the Subrecipient.
- 3) If applicable, all equipment, software, or other materials provided to the Subrecipient under this Agreement shall remain the property of SACOG and shall be returned to SACOG upon project completion.

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 (March, June, September and December) in format as shown in Exhibit D.

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 **December 31, 2025** unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which written agreement is subject to approval by the FTA, FHWA, Caltrans, or any other Federal or State agency having jurisdiction.
- c. The services provided pursuant to this Agreement shall begin upon issuance of a Notice to Proceed by SACOG to the Sub-recipient and shall continue until completion, but not later than the date identified in subsection (b) above.

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. These regulations, orders, circulars, and directives include, without limitation, the following: 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*; and 2 CFR, Chapters 1 and 2, Parts 200, 215, 220, 225, and 230, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Further, Subrecipient will require the appropriate debarment certification form from all Subrecipient contractors and Subrecipient certifies that it will not knowingly enter into any transaction with a contractor, subcontractor, material supplier, or vendor who is debarred,

suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State agency.

4. Funding Amount: The amount to be paid to Subrecipient under this Agreement will not exceed **Dollar Amount (\$\$)**, unless agreed to in advance by the parties pursuant to a written amendment. In no instance will SACOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.

 5. Local Match: Subrecipient will provide a match of eligible, non-Federal funds of at least **% Match** of the total Project cost. Subrecipient pledges Local Match Funds Dollar Amount (**\$\$ Amount**) in local match funds and certifies that these funds are available to complete the Project. Subrecipient is responsible for ascertaining that all local match funds are considered eligible pursuant to Federal law and regulations.

- a. Non-Federal Match. The Sub-recipient shall provide the required Cash and/or In-Kind match in accordance with Exhibit C (Grant/Funding Application). Local Match Reports may be provided to SACOG 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 SACOG receives the Cash and/or In-Kind Match Reports and documentation in accordance with the requirements below and the requirements described herein.

10 days

- 1) Cash Match Reports shall be submitted with invoices approved by the Subrecipient Executive Director or his/her designee. Cash Match Reports shall include the name of the Subrecipient, 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.
- 2) In-Kind Match Reports shall be submitted with invoices approved by the Subrecipient 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 SACOG.

6. 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 6.b. below. Invoices for contractual work completed through June 30 of a fiscal year must be submitted by July 30. Subrecipient shall submit written invoices by mail in *triplicate* to SACOG. Subrecipient's written progress report shall be completed on the required Caltrans form or other agency form to be provided by SACOG as shown on

Exhibit D, and shall be for the periods ending March, June, September and December.

- b. Payments to Subrecipient hereunder will be made in arrears. Subrecipient will submit a detailed and properly documented invoice on its letterhead for reimbursement not more often than quarterly, which invoice will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Subrecipient has already incurred costs for the Project using eligible, non-Federal funds in the amount of the Local Match. Attached as Exhibit H is SACOG's matrix of required supporting documentation for subrecipient invoices.
- c. 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 SACOG prior to submittal of the first invoice from the Subrecipient. Indirect cost rates shall be submitted annually in accordance with Caltrans requirements.
- 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.
- e. SACOG will make payments in accordance with California Department of Transportation ("Caltrans") reimbursement requirements. Subrecipient shall provide all supporting invoice documentation required by Caltrans. Under no circumstances will SACOG be required to pay any amounts greater than the amount reimbursed by Caltrans.
- f. Subrecipient agrees that the "Contract Cost Principles and Procedures," 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200, 23 CFR 420, and any other applicable State or Federal Regulations, will be used to determine the allowability of individual items of cost.
- g. Subrecipient shall comply with, and shall require its subcontractors to comply with, the requirements for non-State employee travel and subsistence (per diem) expenses found in the California Department of Transportation ("Caltrans") Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the following link: <https://travelpocketguide.dot.ca.gov/>. Lodging rates shall not exceed rates authorized to be paid non-State employees unless written verification is supplied that such rates are not commercially available to Contractor and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.
- h. Subrecipient and its contractors and subcontractors shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) which segregates and accumulates reasonable, allowable, and allocable costs and matching funds for work elements by line item and produces quarterly reports which clearly identify reimbursable costs and other

expenditures and shall provide support for all invoices sent to SACOG. Contractor shall also provide SACOG with the Caltrans, Local Assistance Procedures Manual, Exhibit 10-K (Consultant Certification of Contract Costs and Financial Management System) attached hereto as Exhibit I and Exhibit 10-H (Cost Proposal) attached hereto as Exhibit "J".

- i. Any costs for which payment has been made to Subrecipient that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 23 CFR Part 420, , or any other applicable State or Federal regulations, are subject to repayment by Subrecipient to SACOG within thirty (30) days of the Sub recipient receiving notice of final audit findings. Should Subrecipient fail to return disallowed cost to SACOG within thirty (30) days, SACOG is authorized to withhold payments due to Subrecipient from other SACOG-administered programs.

- j. Subrecipient and its contractors and subcontractors shall comply with:

23 CFR; Caltrans' Local Assistance Procedures Manual
(at http://www.dot.ca.gov/hq/Local_Programs/lam/lam.htm);

California Public Contract Code, Sections 10300 to 10334, and 10335 to 10381; and all other applicable State and Federal statutes, regulations, and guidelines or additional restrictions, limitations, conditions, or any statute enacted by the state legislature or adopted by the California Transportation Commission that may affect the provisions, terms, or funding of this project in any manner.

- k. All costs charged to this Agreement by the Subrecipient 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 this Section of the Agreement.
- l. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, will contain all of the provisions of Subsections 6 (f) through 6(l) above. The Subrecipient agrees to furnish documentation to SACOG to support this requirement that its agreements with a contractor contain the required provisions.

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. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party 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 the other party at the address indicated in Section 17 below.
- b. If either party 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 6 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 17. SACOG will make payment to Subrecipient through the date of termination, subject to the provisions of Section 6 above.

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 the scope of work (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 law requirements that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, the Drug-Free Workplace Act, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, and "Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200.

- (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.
- (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 28.

14. Written and Electronic Versions of Work Products and Related Materials; Publishing. The Subrecipient shall provide copies of all of its deliverables created pursuant to the Scope of Work to SACOG in an electronic format. Hard copies will also be provided upon SACOG's request. Related materials, including any reports, newsletters or other written materials will also be provided in hard copy and/or electronic format, upon SACOG's request.

- 1) Any graphic images accompanying the text of these written materials shall be included, in digitized form, in the electronic version.
- 2) 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.
- 3) Materials in the electronic version shall be presented to SACOG in a commonly used electronic format, including the native file.
- 4) SACOG 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.
- 5) 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 Sacramento Area Council of Governments. Additional financial assistance was provided by the California State Department of Transportation."

- 6) All deliverables produced under this Agreement which include Subrecipient logos shall also include the SACOG logo.

15. Indemnity: Subrecipient specifically agrees to indemnify, defend, and hold harmless SACOG, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnatee. Subrecipient shall pay all costs and expenses that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

16. Audit, Retention and Inspection of Records:

- a. SACOG or its designee, including but not limited to any State or Federal agency, 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. Such Records shall include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code Sections 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500, *et seq.* (when applicable) and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7.
- b. Subrecipient agrees to provide SACOG or its designee, the State, the California State Auditor or any duly authorized representative of the State or Federal government (including FHWA), 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.
- c. 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.

17. Project Managers: SACOG's Project Manager for this Agreement is **Chris Dougherty**, unless SACOG otherwise informs Subrecipient. With the exception of notice of termination sent by certified mail pursuant to Section 8 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:

Chris Dougherty, Senior Analyst
Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814
Telephone: 916-319-5193
Email: cdougherty@sacog.org

Subrecipient's Project Manager for this Agreement is **Adam Hansen**. 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 above, any notice, report, or other communication to Subrecipient required by this Agreement will be mailed by first-class mail to:

Adam Hansen, Title
Yuba-Sutter Transit Authority
Address
City, State, ZIP
Telephone: Telephone
Email: Email

18. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. 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.

20. 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.

21. Americans with Disabilities Act (ADA) of 1990; Accessibility: 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 including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Subrecipient also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code Sections 4450 and 4454, if applicable.

22. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations, (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101, *et seq.*, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code Section 12990, *et seq.*), and other California State discrimination laws and regulations.

SACOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. SACOG prohibits discrimination by its employees, subrecipients, contractors and consultants.

Subrecipient hereby certifies, under penalty of perjury under the laws of California, that it complies with, and that Subrecipient will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Subrecipient to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Subrecipient and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Subrecipient and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Subrecipient and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Subrecipient and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status and shall comply with Exhibit F, "Fair Employment Practices Addendum" and Exhibit G, "Non-Discrimination Assurances" attached hereto and incorporated herein by this reference. Subrecipient and its contractors and subcontractors will further ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Subrecipient and its contractors and subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation,

the provisions of the California 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.*), as well as Title 2, California Code of Regulations, Section 8103. 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 and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Subrecipient and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Subrecipient, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, Subrecipient shall not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
- f. Subrecipient and its contractors will include the provisions of this Section 22 in all contracts to perform work funded under this Agreement. Subrecipient shall take such action with respect to any such contract as SACOG or U.S. DOT may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- g. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, SACOG shall impose such contract sanctions as it or the U.S. DOT may determine to be appropriate, including, but not limited to:
 - 1) Withholding of payments to the Subrecipient under this Agreement until the Subrecipient complies, and/or
 - 2) Cancellation, termination or suspension of the Agreement, in whole or in part.

23. 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.

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

a. Subrecipient 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. Subrecipient 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.

25. 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 contract, grant, loan, or cooperative 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.

26. 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.

27. Disadvantaged Business Enterprise (DBE) Assurances by SACOG: SACOG has signed the following assurances, applicable to all U.S. Department of Transportation (DOT) assisted contracts: SACOG shall not discriminate on the basis of race, color, national origin, or sex in the award or performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 Code of Federal Regulations (CFR) Part 26. SACOG shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. SACOG's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference

in the Agreement. Implementation of the SACOG DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to SACOG of any failure to carry out its approved program, DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801, *et seq.*)

28. Disadvantaged Business Enterprise (DBEs) Participation by Subrecipient and its Contractors: This Agreement is subject to, and Subrecipient agrees to comply with, Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs." DBE's and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with Federal funds; however, DBE participation is not a condition of award. Subrecipient agrees to complete the SACOG DBE Information Form and Caltrans Exhibit 10-02 attached hereto as Exhibit K so that SACOG may compile statistics for Federal reporting purposes. The SACOG DBE Information Form is attached hereto as Exhibit B and incorporated herein by this reference.

a. Non-Discrimination: Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as SACOG deems appropriate.

b. Prompt Payments to DBE and Non-DBE Subcontractors: Subrecipient shall insert the following clauses in any contract funded under this Agreement:

(1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from Subrecipient. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Subrecipient. This clause applies to both DBE and non-DBE subcontracts.

(2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Subrecipient. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Subrecipient agency. If Subrecipient makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

In the event Contractor fails to promptly return retainage as specified above, Subrecipient shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as Subrecipient agency deems appropriate including, but not limited to,

administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.

(3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

c. Records: Subrecipient shall maintain records of all contracts and subcontracts entered into with certified DBEs and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE contractor, subcontractor or vendor and the total dollar amount actually paid each DBE contractor, subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to SACOG.

d. Termination of a DBE: In conformance with 49 CFR Section 26.53:

(1) Subrecipient shall not permit its contractor to terminate a listed DBE subcontractor unless the contractor has received prior written authorization from Subrecipient's Project Manager. Subrecipient's Project Manager will authorize termination only if the Project Manager determines that the contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).

(2) Prior to requesting Subrecipient's authorization to terminate and/or substitute a DBE subcontractor, the contractor shall give notice in writing to the DBE subcontractor, with a copy to Subrecipient, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five (5) days to respond to the contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why Subrecipient should not approve the contractor's action. Subrecipient may, in instances of public necessity, approve a response period shorter than five (5) days.

(3) If a DBE subcontractor is terminated or fails to complete its work for any reason, the contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.

e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify the Subrecipient in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify the Subrecipient in writing with the date of certification. The contractor shall then provide to SACOG's Project Manager written documentation indicating the DBE's existing certification status.

f. Noncompliance by Subrecipient. Subrecipient's failure to comply with any requirement of this Section is a material breach of this Agreement, which may

result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

Any contract entered into by Subrecipient as a result of this Agreement shall contain all of the provisions of this Section.

29. 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.

30. Debarment Responsibilities: Subrecipient agrees that it will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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 either 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.

38. 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.

39. Amendments Required by Federal or State Agencies: If the FTA, FHWA, Caltrans, or any other Federal or State agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.

40. 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.

41. Press Releases: Each party will obtain other party's prior written approval of any press releases, or other public outreach materials, that include any reference to such other party or such other party's logo.

42. FFATA Requirements: Subrecipient agrees that it will comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA), including U.S. OMB guidance, "Reporting Subaward and Executive Compensation Information," 2 C.F.R. Part 170, [75 Fed. Reg. 55670 - 55671, September 14, 2010]. Subrecipient's compliance shall include the reporting, record retention, and access requirements set forth in Exhibit "E," attached hereto and incorporated herein.

43. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and 176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR part 93 ("Clean Air requirements"). Subrecipient agrees to report each Clean Air requirement violation to SACOG and understands and agrees that SACOG will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

44. Disputes: Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be submitted in writing to a committee consisting of SACOG's Contracts Administrator and General Counsel. This Committee may consider the written information or additional verbal information submitted by Subrecipient at the request of the Committee. A determination shall be made by the Committee within ten (10) business days. In the event that Subrecipient disputes the Committee's determination, Subrecipient may request review by SACOG's Executive Director of unresolved claims or disputes, other than audit, not later than thirty (30) days after completion of all work under the Agreement. The Subrecipient's request for review must be submitted in writing. Neither the pendency of a dispute, nor its consideration by the Committee, will excuse Subrecipient from full and timely performance in accordance with this Agreement.

45. Rebates, Kickbacks, or Other Unlawful Consideration: Subrecipient warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SACOG employee. For breach or violation of this warranty, SACOG shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the

Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

46. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Subrecipient shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>. 

47. Equipment Purchase:

- a. Prior authorization in writing, by SACOG's Project Manager shall be required before Subrecipient enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Subrecipient services. Subrecipient shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in Subrecipient's Cost Proposal and exceeding \$5,000 prior authorization by SACOG's Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this contract is subject to the following: "Subrecipient shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, SACOG shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Subrecipient may either keep the equipment and credit SACOG in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SACOG procedures, and credit SACOG in an amount equal to the sales price. If Subrecipient elects to keep the equipment, fair market value shall be determined at Subrecipient's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SACOG and Subrecipient, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SACOG." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- d. All subcontracts in excess \$25,000 shall contain the above provisions.

(Signature Page to Follow)

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

**SACRAMENTO AREA COUNCIL OF
GOVERNMENTS**

**YUBA-SUTTER TRANSIT
AUTHORITY**

JAMES CORLESS
Executive Director

MATT MAUK
Title

APPROVED AS TO FORM:

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to SACOG

Vendor Attorney


RECOMMENDED BY:

ATTEST:

CHRIS DOUGHERTY
Senior Analyst

NAME
Title

EXHIBIT "A"

Scope of Work

Only have DRAFT scope – will need to insert once ready.

Missing Budget

- **Budget:** The total amount to be paid to Contractor under this Agreement shall not exceed _____ Dollars (\$_____), unless expressly authorized in writing by the SACOG Executive Director or Deputy Executive Director.

Labor Budget

Staff Name/Title	Tasks	Rate	Hours	Total

- **Option Years:** The amount to be paid to Contractor under this Agreement (including 2 Option Years if exercised) shall not exceed *(Insert Amount)* Dollars (\$*(Insert Amount)*), unless expressly authorized in writing by the Executive Director or Deputy Executive Director.

Contractor shall perform the specified work for the following "not to exceed" amounts for each fiscal year:

Option Years Budget Table

Option Year: FY ending June 30, xx	Tasks:	Budget Amount: \$
Option Year: FY ending June 30, xx	Tasks:	Budget Amount: \$

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM

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). 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 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds. A certified DBE 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 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. 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 sign this Information Sheet on page 3)

_____ **Option #1 - No Certified DBE 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)

Name of Certified DBE DBE Certification No.

DBE Address DBE Telephone No.

DBE E-Mail Address

Annual Gross Receipts (check one):

_____	Less than \$500,000	Age of Firm _____
_____	\$500,000-\$1 million	
_____	\$1 million-\$2 million	
_____	\$2 million-\$5 million	
_____	Over \$5 million	

Race/Ethnicity: _____ Asian Pacific _____ Caucasian _____ Other _____
_____ Asian Subcontinent _____ Hispanic
_____ Black _____ Native American

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

Annual Gross Receipts (check one):

_____	Less than \$500,000	Age of Firm _____
_____	\$500,000-\$1 million	
_____	\$1 million-\$2 million	
_____	\$2 million-\$5 million	
_____	Over \$5 million	

Race/Ethnicity: _____ Asian Pacific _____ Caucasian _____ Other _____
_____ Asian Subcontinent _____ Hispanic
_____ Black _____ Native American

Capacity of DBE (e.g., contractor, subcontractor, vendor) \$ Amount DBE Participation

Description of services or materials to be provided by DBE

Submitted by:

Signature

Date

Print Name and Title

Name of Contractor, if different than signatory

EXHIBIT "C"
GRANT APPLICATION OR FUNDING APPLICATION

*****INSERT*****

EXHIBIT D

QUARTERLY PROGRESS REPORT

Division of Transportation Planning Grant Program

Quarterly Report Statement for

District/Quarter: District 3 / Quarter (insert time period)
District Grant Manager: Susan Wilson, (916) 274-0639
(name/phone)
Project Title:
Grant Applicant:
Grant Program & FY:
Date funds were encumbered:
Project End Date:

	Grant Funds (%)	Local Match (%)	Estimated % of Project Completed to Date	% of Total Amount Expended to Date
Total Authorized	\$	\$	%	%
Funds Expended to Date:	\$0	\$0	0%	0%
Balance Available:	\$	\$		

1. Project status/general comments this quarter (progress, problems encountered, etc.)
2. Identify Community-Based Organizations involved in the project this quarter.
3. Discussion/evaluation of public participation efforts this quarter.
4. List of documents/materials forwarded to HQ this quarter (contacts, agreements, final reports, etc.)

Quarterly Report Prepared By:	Date:
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EXHIBIT E

Reporting, Record Retention, and Access Requirements (Federal Funding Accountability and Transparency Act – FFATA)

1. Requirement for Data Universal Numbering System (DUNS) Number.

Subrecipient shall provide its Data Universal Number System (DUNS) number to SACOG. A DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently at 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
2. Reporting of First-Tier Subawards.
 - a. SACOG is required to report each action that obligates \$25,000 or more in Federal funds, not including Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5), to <http://www.fsrs.gov> no later than the end of the month following the month in which the obligation is made. SACOG is required to report, and Subrecipient shall provide to SACOG, the following information regarding the Subrecipient and the award:
 - i. Name of entity receiving award
 - ii. Amount of award
 - iii. Funding agency
 - iv. NAICS code for contracts / CFDA program number for grants
 - v. Program source
 - vi. Award title descriptive of the purpose of the funding action
 - vii. Location of the entity (including congressional district)
 - viii. Place of performance (including congressional district)
 - ix. Unique identifier of the entity and its parent; and
 - x. Total compensation and names of top five executives, if applicable.
 - b. Upon execution of this Subrecipient Agreement, Subrecipient shall promptly provide SACOG with all information necessary to facilitate SACOG's compliance with the FFATA reporting requirements.
3. Reporting Total Compensation of Subrecipient Executives.
 - a. Subrecipient shall report to SACOG the names and total compensation of each of Subrecipient's five most highly compensated executives for Subrecipient's preceding completed fiscal year, if in Subrecipient's preceding fiscal year, Subrecipient received:
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Federal Funding Accountability and Transparency Act (FFATA), as defined at 2 C.F.R. § 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the FFATA (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), 78o(d), or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S.

Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

- iv. Total compensation means the cash and noncash dollar value earned by the executive during the Subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - I. Salary and bonus.
 - II. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - III. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - IV. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - V. Above-market earnings on deferred compensation which is not tax-qualified.
 - VI. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 4. Subrecipient shall for a minimum of three years after execution of this Agreement, maintain intact and readily accessible all data, documents, reports, records, subagreements, leases, third party contracts, and supporting materials related to the Project as the Federal Government may require.
- 5. Subrecipient shall permit, and require its subawardees to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, SACOG, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Subrecipient and its subawardees pertaining to the Project, as required by 49 U.S.C. § 5325(g).
- 6. Project Closeout. Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

Federal Funding Accountability and Transparency Act (FFATA) Form

Requirements and Purpose of Form

In accordance with the reporting requirements by the Federal Funding Accountability and Transparency Act (FFATA), including U.S. OMB guidance, it is the policy of the Sacramento Area Council of Governments (SACOG) that Subrecipients shall provide the following information, which information will be reported by SACOG for FFATA compliance purposes:

- 1) Name of Entity Receiving Award: _____
- 2) Amount of Award: _____
- 3) Funding Agency: _____
- 4) Data Universal Numbering System (DUNS) Number: _____
- 5) NAICS Code: _____
- 6) CFDA Program Number: _____
- 7) Program Source: _____
- 8) Award title descriptive of the purpose of funding action: _____
- 9) Location of Entity (including congressional district): _____
- 10) Place of Performance (including congressional district): _____
- 11) Unique Identifier of the Entity and its Parent: _____
- 12) Total Compensation and names of top five executives, if applicable:
 - a. Executive name: _____
 - b. Executive name: _____
 - c. Executive name: _____
 - d. Executive name: _____
 - e. Executive name: _____

Subrecipient hereby represents that all of the foregoing information is true and correct.

Submitted by: _____

Signature

Print Name and Title

Name of Contractor, if different than Signatory

Date

EXHIBIT F

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care, pregnancy leave, or disability leave. ADMINISTRATION AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(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. Each of the ADMINISTERING AGENCY's contractors and all subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for purposes of investigation to ascertain compliance with the Fair Employment section of this AGREEMENT.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that

ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment provision, STATE shall have the right to terminate this AGREEMENT either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any monies due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT G

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, a condition to receiving any Federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42, U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964” (hereinafter referred to as the REGULATIONS), the Federally-aid Highway Act of 1973, and other pertinent directives, to and that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation, ADMINISTERING AGENCY HEREBY GIVES ASSURANCES THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this AGREEMENT. This Assurance is required by subsection 21.7(a)(1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to the Federal-Assisted Program:

1. That ADMINISTERING AGENCY agrees that each “program” and each “facility” as defined in subsection 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the Federal-Assisted Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this Assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal finance assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of the Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C:

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D:

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this Assurance obligates ADMINISTERING AGENCY for the period during which federal financing assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of personal property or real property or interest therein, or structures, or improvements thereon, in which case the Assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. The ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he/she delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the AGREEMENT.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE-assisted

contract or in the administration on its DBE Program or the requirement of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of STATE-assisted contracts. ADMINISTERING AGENCY's DBE Race-Neutral Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases refer the matter for enforcement under 18 U.S.C 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 U.S.C. 3801 et seq.).

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX 1 TO EXHIBIT G

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agree as follows:

1. Compliance with Regulations: ADMINISTERING AGENCY shall comply with the REGULATIONS relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), which are incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. Solicitations for Sub-agreements, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements or materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this AGREEMENT and the REGULATION relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.
5. Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this AGREEMENT, STATE shall impose such AGREEMENT sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to ADMINISTERING AGENCY under the AGREEMENT within a reasonable period of time, not to exceed ninety (90) days; and/or
 - (b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.

6. Incorporation of Provision: ADMINISTERING AGENCY shall include the provisions of paragraphs 1 through 6 in every sub-agreement, including procurements of materials and leases of equipment unless exempt by the REGULATIONS or directives issues pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance provided; however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of the STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX 2 TO EXHIBIT G

The following clauses shall be included in any and all deeds affecting or recording the transfer of PROJECT real property; structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOT, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with, and in compliance with, Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remiss, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said and described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject; however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land to itself, its successors and assigns.

1. That no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereto conveyed(:) (and)¹

2. That ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

3. That in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and

¹ Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed².

² Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX 3 TO EXHIBIT G

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add “as covenant running with the land) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

APPENDIX 4 TO EXHIBIT G

The following shall be included in all deeds, licenses, leases, permits, or similar agreements extended into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add “as a covenant running with the land”) that:

1. No person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
2. That in construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; and
3. That the (grantee, licensee, permittee, etc.), shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.), and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.), had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

EXHIBIT H - SACOG REQUIRED SUPPORTING DOCUMENTATION FOR INVOICES

Type of Expense	Required Supporting Documentation for <u>Sub-Recipient</u> Invoices	Required Supporting Documentation for <u>Contractor/ Sub-Contractor</u> Invoices
Labor Costs	☐ Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/ deliverables + hourly rate	☐ Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/ deliverables + hourly rate
Travel Costs	☐ Travel request approval/details and appropriate documentation for type of travel expense below:	☐ Travel request approval/details and appropriate documentation for type of travel expense below:
Mileage	☐ Date, miles driven, addresses traveled from and to, purpose of travel. ☐ Map preferred.	☐ Date, miles driven, addresses traveled from and to, purpose of travel. ☐ Map preferred.
Meals, Incidentals, Transportation & Lodging	☐ <u>Itemized receipts for all meals/incidentals. Will only reimburse up to state per diem rates.</u> ☐ If any charges are for more than one person, names of all parties and purpose of charge must be provided.	☐ <u>Itemized receipts for all meals/incidentals. Will only reimburse up to state per diem rates.</u> ☐ If any charges are for more than one person, names of all parties and purpose of charge must be provided.
Indirect/Overhead Charge	☐ Approval of indirect rate from cognizant agency	☐ Approval of indirect/overhead rate from cognizant agency or ☐ <u>Form 10-K (Consultant certification of Contract Costs and Financial Management System.)</u>
Meetings Related Expenses	☐ Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement.	☐ Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement.
Other Expenses	☐ Detailed receipts	☐ Detailed receipts
In-Kind/Match	☐ Documentation supporting in-kind or other match. ☐ If staff time is used for match, follow "labor costs" documentation requirements. ☐ If other costs are used, follow the rules for other types of expenses and provide details on procurement process used. In order to be allowable for match, any costs incurred must have been procured following same rules SACOG is subject to based on type of grant funding. ☐ If providing actual funds, identify what type of funds are being provided (local, state, federal, federal aid) and/or source of funds (granting agency.)	N/A
Procurement Documentation	☐ Copy of procurement documentation showing compliance with procurement regulations for type of funding passed through.	N/A
Proof of Payment	☐ Copy of cancelled check showing proof of cleared payment	N/A

Exhibit "I"

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

Consultant's Full Legal Name: _____

Important: If you have an Indirect Cost Rate, you agree to submit this certification along with documents showing your certified rate (i.e.: rate agreement) and entity of approval (i.e.: Caltrans, CPA) on an annual basis to procurement@sacog.org.

Indirect Cost Rate:

Combined Rate _____ % OR

Home Office Rate _____ % and Field Office Rate (if applicable) _____ %

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * _____

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23, United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
 - Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;
 - Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
 - Internal controls to maintain integrity of financial management system;
-

- ### Cost Reimbursements on Contracts:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

Name**: _____ Title**: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email**: _____ Phone Number**: _____

Note: *Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms.*

Indirect Cost Rate Approved by: SACOG Accounting Department Date of Approval

Exhibit “J”

[Insert Caltrans form 10-H]

Access 10-H Forms: <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

Exhibit "K"

Local Assistance Procedures Manual

Exhibit 10-02
Consultant Contract DBE Commitment

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Consultant's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
8. Total Dollar Amount for ALL Subconsultants: _____ 9. Total Number of ALL Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____		14. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Federal-Aid Project Number: _____			%
22. Contract Execution Date: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 23. Local Agency Representative's Signature _____ 25. Local Agency Representative's Name _____ 27. Local Agency Representative's Title _____ 24. Date _____ 26. Phone _____ 15. Preparer's Signature _____ 17. Preparer's Name _____ 19. Preparer's Title _____ 16. Date _____ 18. Phone _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL Subconsultants** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** - Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation - \$**: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%**: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed.
23. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

APPENDIX G – MTP/SCS Appendix: Environment Justice Analysis

Link:

<https://www.sacog.org/home/showpublisheddocument/48/638212803225970000>

APPENDIX H – Demographics of Transit Related Non-Elected Committees

BOARD DEMOGRAPHIC REPORT

	American Indian/ Alaska Native	Asian & Native Hawaiian/ Other Pacific Islander	African American	Hispanic or Latino	Two or More Races/Other	White	Decline to State
Female	10	3		2		5	0
Male	14	1	1	3		6	3
Decline to State	1						1
No Response	6						
Total	31	4	1	5		11	4
% Board	0%	13%	3%	16%	0%	35%	13%
% Region*	0.7%	13.3%	6.9%	22.0%	4.8%	52.0%	N/A

*Census 2020

Currently there are a total of 31 members of the SACOG Board with only 25 repoding to the demographic survey.

SACRAMENTO COUNTY SOCIAL SERVICE TRANSPORTATION ADVISORY COUNCIL DEMOGRAPHIC REPORT

	American Indian/ Alaska Native	Asian & Native Hawaiian /Other Pacific Islander	African American	Hispanic or Latino	Two or More Races/Other	White	Decline to State
Female	6	1			1	4	0
Male	6	1				5	0
Total	12	2	0	0	1	9	0
% Sac - SSTAC	0%	17%	0%	0%	8%	75%	0%
% Region*	0.7%	13.3%	6.9%	22.0%	4.8%	52.0%	N/A

*Census 2020

Currently there are a total of 12 members of this Council including alternates.

YOLO COUNTY SOCIAL SERVICE TRANSPORTATION ADVISORY COUNCIL DEMOGRAPHIC REPORT

	American Indian/ Alaska Native	Asian & Native Hawaiian /Other Pacific Islander	African American	Hispanic or Latino	Two or More Races/Other	White	Decline to State
Female	7			1		6	0
Male	5	1		1		3	0
Total	12	1		2		9	0
% Yolo - SSTAC	0%	8%	0%	17%	0%	75%	0%
% Region*	0.7%	13.3%	6.9%	22.0%	4.8%	52.0%	N/A

*Census 2020

Currently there are a total of 12 members of this Council including alternates.

JOINT YUBA & SUTTER COUNTIES SOCIAL SERVICE TRANSPORTATION ADVISORY COUNCIL DEMOGRAPHIC REPORT

	American Indian/ Alaska Native	Asian & Native Hawaiian /Other Pacific Islander	African American	Hispanic or Latino	Two or More Races/Other	White	Decline to State
Female	5			2		3	0
Male	2					2	0
Total	7			2		5	0
% YS-SSTAC	0%	0%	0%	29%	0%	71%	0%
% Region*	0.7%	13.3%	6.9%	22.0%	4.8%	52.0%	N/A

*Census 2020

Currently there are a total of 7 members of this Council including alternates.

SACOG TRANSIT COORDINATING COMMITTEE

	American Indian/ Alaska Native	Asian & Native Hawaiian /Other Pacific Islander	African American	Hispanic or Latino	Two or More Races/Other	White	Decline to State
Female	6	2		1		3	0
Male	13			1		12	0
Total	19	2		2		15	0
% TCC	0%	11%	0%	11%	0%	79%	0%
% Region*	0.7%	13.3%	6.9%	22.0%	4.8%	52.0%	N/A

*Census 2020

Currently there are a total of 19 members of the SACOG TCC.

APPENDIX I – Title VI Document Tracking

SACOG Transit Operator Title VI Documents:

Title VI documentation for the Transit Operators in the SACOG Region can be found at the following locations.

Auburn Transit: <https://www.auburn.ca.gov/DocumentCenter/View/108/Title-VI-Program-PDF> (draft)

El Dorado County Transit: <http://eldoradotransit.com/wp-content/uploads/2020/03/Title-VI-2020-El-Dorado-Transit.pdf>

Isleton (Rio Vista Transit): https://riovista-ca.granicus.com/MetaViewer.php?view_id=1&event_id=1228&meta_id=37364

Paratransit, Inc.: https://paratransit.org/wp-content/uploads/2019/01/Title_VI_Triennial_Program-FINAL_version.pdf

Placer County Transit: <https://placercountytransit.com/wp-content/uploads/2023/02/Title-VI-2022-Final-Signed.pdf>

Roseville Transit: https://cdnsm5-hosted.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Public%20Works/Roseville%20Transit/Ride%20Roseville%20Transit/Title%20VI/DRAFT_Title%20VI%20Roseville_2022-clean.pdf

Sacramento Regional Transit District: https://sacrt.com/abouttr/documents/SacRT_Title_VI_2023_Program_Update_Final-and-Resolution.pdf

South (Sacramento) County Transit-LINK: Electronic copy of document on file.

Unitrans (City of Davis): https://unitrans.ucdavis.edu/media/uploads/2023/12/08/_2023_davis-unitrans-titlevi-program_final.pdf

WPCTSA (Placer County paratransit): https://pctpa.specialdistrict.org/files/b508a0a98/2022_final-plan.pdf

Yolo County Transportation District: https://yolobus.com/wp-content/uploads/2021/12/YCTD-2019_Title_VI_Program_final_concur-revised_01-02-2020.pdf

Yuba-Sutter Transit: <https://www.yubasuttertransit.com/files/e3c3c09b7/Title+VI+LEP+Prog+2020+Final+Board+Adopted.pdf>



SACRAMENTO AREA COUNCIL OF GOVERNMENTS

RESOLUTION NO. 37 – 2024

**APPROVING SACOG 2024 TITLE VI PROGRAM REPORT AND
LIMITED ENGLISH PROFICIENCY PLAN**

WHEREAS, the Federal Transit Administration (FTA) requires Metropolitan Planning Organizations that are direct recipients of FTA funds to report every three years on their compliance with Title VI of the Civil Rights Act; and

WHEREAS, Title VI and its implementing regulations require that FTA funding recipients take responsible steps to ensure equal access to all programs and services regardless of participant race, color or national origin, and provide meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP); and

WHEREAS, as a recipient of FTA funds, SACOG is subject to these requirements and must submit a Title VI Program Report and Plan for Special Language Services to Limited English Proficient Populations to FTA; and

WHEREAS, SACOG has developed a 2024 Title VI Program Report and Limited English Proficiency (LEP) Plan meeting the requirements of the U.S. Department of Transportation Federal Transit Administration Circular 4702.1 B;

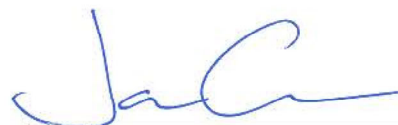
NOW THEREFORE, BE IT RESOLVED, that the Board hereby approves the 2024 SACOG Title VI Program Report and LEP Plan for submission to FTA.

PASSED AND ADOPTED THIS 16th day of May 2024, by the following vote of the SACOG Board of Directors:

AYES:	Directors Bains, Bradford, Branscum, Bulahan, McCully (for Burruss), Chapman, Desmond, Dowdin Calvillo, Frost, Gayaldo, Ghag, Guerrero, Harris, Hume, Jenings, Joiner, Jones, Knisley, Kozlowski, Lozano, Schaefer, Teter, Vang, Vega, Vice Chair Suen and Chair Saragosa
NOES:	None
ABSTAIN:	None
ABSENT:	Directors Houdesheldt, Loren, Sander, Thomas and Villegas

Michael Saragosa

Michael Saragosa
Chair



James Corless
Executive Director

Signature: 
Michael Saragosa (May 17, 2024 15:46 PDT)

Email: msaragosa@cityofplacerville.org