

San Joaquin Regional Transit District (RTD) Sample Contract

APPLICANT ELIGIBILITY

Coordinated Plan Certification

Reference: FTA C 9070.1F Section V

The projects selected for funding under the Section 5316 and 5317 program must be “derived from a locally developed, coordinated public transit-human services transportation plan” (Coordinated Plan) that was “developed through a process that includes representatives of public, private, and non-profit transportation and human services providers and participation by members of the public.” (Circular, V-5)

For additional information see the California Coordinated Plan Resource Center website at: http://www.dot.ca.gov/hq/MassTrans/coor_plan_res.htm.

Required Elements: Projects shall be derived from a coordinated plan that minimally includes four elements and a level consistent with available resources and the complexity of the local institutional environment. (Circular, V-2)

Adoption of a Plan: As part of the local coordinated planning process, the lead agency in consultation with participants should identify the process for adoption of the plan. This grant application must document the local plan from which each project is derived, including the lead agency, the date of adoption of the plan, or other appropriate identifying information. (Circular, V-7 & V-8)

Draft Plan: Agencies who do not have a final adopted Coordinated Plan may submit an application for funding if the project was derived from a Draft Coordinated Plan that had been submitted to Caltrans for review. Approved projects will remain in Category B until the final adopted Coordinated Plan and public participation process has been verified.

Coordinated Plan Lead Agency (Agency preparing the Coordinated Plan)

Agency	
Title of Coordinated Plan	Date Plan Adopted (attach documentation)
	Date of Draft Plan
Agency Representative Name (Print)	Title
Signature	Date

Grant Applicant

Agency	
Agency Representative (Print)	Title
Signature	Date

Appendix D

San Joaquin Regional Transit District (RTD) Transfer of Funds Agreement for the San Joaquin County Coordinated Transportation Plan Large Urban Area 5316 and 5317 Funds

THIS AGREEMENT is made and entered as of this _____ day of _____, 2008, at Stockton, California, by and between the SAN JOAQUIN REGIONAL TRANSIT DISTRICT, a public utility, herein referred to as "RTD", and _____, herein referred to as "Agency."

WITNESS THAT:

WHEREAS, RTD is a public transit district created for the purpose of providing the residents of San Joaquin County with intracity, intercity, interregional, and rural transit service, within RTD's service area; and,

WHEREAS, RTD is the Designated Recipient for 5316 and 5317 funds for the Stockton Large Urban Area, having been designated by the Governor of the State of California, on behalf of the Federal Transit Administration, herein referred to as "FTA"; and,

WHEREAS, Agency is desirous of receiving 5316/5317 funds, for use in coordinating transportation services in San Joaquin County; and,

WHEREAS, it is in the best interest of the citizens of San Joaquin County for Agency to apply for the 5316/5317 funds.

NOW, THEREFORE, IT IS HEREBY AGREED by and between RTD and Agency, as follows:

1. In accordance with FTA Regulations, RTD as the Designated Recipient for the Stockton Large Urban Area for 5316/5317 funds, does hereby designate Agency as a subrecipient for 5316/5317 funds, subject to the following:
 - a. RTD shall apply for 5316/5317 funds on behalf of Agency.
 - b. Agency, as the applicant/grantee, shall execute and submit to RTD the applicant eligibility documents and assurances required by FTA.
 - c. Pursuant to this Agreement, Agency shall have the right to receive and dispense the 5316/5317 funds.
 - d. RTD will transfer to Agency all rights, obligations and responsibilities under the Grant Agreement with FTA. Agency releases RTD from any liability under the Grant Agreement.

2. With respect to the 5316/5317 funds, Agency upon preparing its application for the 5316/5317 funds, shall forward to RTD the said application along with the supporting detail and documents necessary to establish its claim to 5316/5317 funds. Agency shall supply such other and further information or documents and submit such necessary reports and accountings directly to FTA to satisfy the requirement of FTA in connection with any 5316/5317 funds awarded under Agency's application.
3. RTD agrees that it will assist Agency with respect to 5316/5317 funds as follows:
 - a. Within five (5) work days of the receipt of Agency's application, RTD will forward the application to FTA.
 - b. RTD will, upon request, provide Agency with advice in connection with the preparation of its application for the 5316/5317 funds.
 - c. Upon agreement between RTD and Agency, RTD and its staff will prepare or assist in the preparation of Agency's application for 5316/5317 funds.
4. RTD assumes no liability or responsibility for any of the following:
 - a. The adequacy of Agency's application; or
 - b. The approval of Agency's application by FTA; or
 - c. The amount, if any, of the 5316/5317 funds which may be approved and/or awarded, under Agency's application.
5. Should either Agency or RTD desire to terminate this agreement, the party desiring termination may do so unilaterally after first giving six (6) months prior notice of such termination.
6. Agency hereby agrees to indemnify, defend and hold RTD harmless against any and all claims, demands, losses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees, which RTD may incur or suffer by reason of Agency's breach or failure to perform any of its representations, warranties or covenants contained in this Agreement, or by reason of any act or omission of Agency or any of its successors or assigns, after the execution of this Agreement, or under any agreement with the FTA in connection with Agency's 5316/5317 funds, which may, or may be alleged to, arise out of the Application for 5316/5317 funds actually received.

RTD shall indemnify, defend and hold Agency harmless against any and all claims, demands, losses, costs, obligations, liabilities and damages including, without limitation, interest, penalties and reasonable attorney's fees, which Agency may incur or suffer by reason of the representation,

warranties or covenant contained in this Agreement, which may, or may be alleged to, arise or grow out of RTD's negligence or willful misconduct in connections with Agency application, any agreement therefore, or any funds actually received.

7. Any notice required or permitted to be given under the terms of this Agreement shall be delivered personally or by certified mail, return receipt requested, postage prepaid, sent to the following respective addresses:

RTD: San Joaquin Regional Transit District
421 East Weber Avenue—2nd Floor
P.O. Box 201010
Stockton, CA 95201
Attention: General Manager

Agency: INSERT NAME AND ADDRESS

8. This Agreement and all of the rights, duties and obligations of this Agreement shall be subject to, and interpreted in accordance with, the laws of the State of California.
9. If it becomes necessary for either party to take any action to enforce the terms of this Agreement, or any part thereof, then and in such event the prevailing party in such action shall be entitled to reasonable attorney's fees and all costs.
10. This Agreement shall be binding on and insure to the benefit of the respective parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove written.

RTD:

San Joaquin Regional Transit District

Agency:

By: _____
Donna Kelsay, General Manager/CEO

By _____

APPROVED AS TO FORM:

Attorney for RTD

Name/Title: _____

APPLICANT ELIGIBILITY

General Certifications and Assurances

The original of the "General Certifications and Assurances" should be signed and dated in blue ink. Use the legal name of your agency exactly as it appears on your Status Inquiry form. If you are a public entity, attach an authorizing resolution, designating a person authorized to sign on behalf of the agency, as an Appendix to the application.

Name of Applicant:		
Address:		
Contact Person:	Work Phone	Work Fax

- a. The applicant assures that no person, on the grounds of race, color, creed, national origin, sex, age, or disability shall be excluded from participating in, or denied the benefits of, or be subject to discrimination under any project, program, or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the applicant receives Federal assistance funded by the Federal Transit Administration (FTA).
- b. The applicant assures that it shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability and that it shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.
- c. The applicant certifies that it will conduct any program or operate any facility that receives or benefits from Federal financial assistance administered by FTA in compliance with all applicable requirements imposed by or pursuant to 49 CFR Part 27, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance" and the Americans with Disabilities Act of 1990, as amended, at 49 CFR Parts 27,37, & 38.
- d. The applicant assures that it will comply with the Federal statutes, regulations, executive orders, and administrative requirements, which relate to applications made to and grants received from FTA. The applicant acknowledges receipt and awareness of the list of such statutes, regulations, executive orders, and administrative requirements that is provided as references in FTA Circular 9070.1F - "Elderly Individuals and Individuals with Disabilities Program Guidance and Application Instructions, dated May 1, 2007."
- e. The applicant certifies that the contracting and procurement procedures that are in effect and will be used by the applicant for Section 5310 equipment are in accordance and comply with the significant aspects of FTA Circular 4220.1E, "Third Party Contracting Guidelines."
- f. The applicant certifies that any proposed project for the acquisition of or investment in rolling stock is in conformance with FTA rolling stock guidelines.
- g. The applicant certifies that it will comply with applicable provisions of 49 CFR Part 605 pertaining to school transportation operations which prohibits federally-funded equipment or facilities from being used to provide exclusive school bus service.

- h. The applicant certifies that it will comply with Government Code 41 U.S.C.701 et seq, and 49CFR, Part 32 in matters relating to providing a drug-free workplace.
- i. To the best of my knowledge and belief, the data in this application are true and correct, and I am authorized to sign these assurances and to file this application on behalf of the applicant.

Certifying Representative

Name (print):	
Title (print)	
Signature:	Date