PROGRAM MANAGEMENT PLAN

SECTION 5310 FEDERAL FUNDS

SEPTEMBER 2025

Contents

Chapter 1 Program Management Plan Overview

1. Introduction

This Program Management Plan (PMP) describes Victor Valley Transit Agency's policies and procedures for administering the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program. VVTA developed this PMP in accordance with current Federal Transit laws and regulations, as well as Circulator 9070.1H[1]. This PMP outlines the 5310 Program requirements for Victor Valley Transit Authority.

Roles and Responsibilities

San Bernadino County Transportation Authority (SBCTA) – is responsible for cooperative regional planning and furthering an efficient multi-modal transportation system countywide. With respect to VVTA's Section 5310 Program, SBCTA will administer the Call for Projects, review the applications, and score and rank the projects.

Victor Valley Transit Agency (VVTA) – is responsible for providing public transit services to the Victor/Hesperia urbanized area. With respect to the Section 5310 Program, VVTA will administer and monitor sub-recipients of 5310 funds.

Additional Consulting Resources – SBCTA consults with agencies to provide support for the Section 5310 Program, as well as other various federal policies, such as Title VI and Coordinated Plan efforts.

1.2 Goals and Objectives

This PMP's goal is to describe the process for managing the FTA 5310 program for the Victor/Hesperia urban area (Appendix A). FTA provides financial assistance for transportation services that meet the needs of elderly individuals and individuals with disabilities. The objectives of this PMP are to:

- Meet the intent of the Section 5310 program and its current federal requirements
- Provide a framework for projects requesting funds through a fair and equitable process
- Identify/inform eligible agencies of 5310 program funds
- Outline a process for soliciting and evaluating 5310 proposals

[1] FTA Circular 9070.1H 5310 Program Guidance FTA C 9070.1H

- Ensure proposals respond to needs identified in the San Bernadino's current Human Services Transportation Coordination 2021 – 2025 Plan
- Establish requirements for projects to enter into grant agreements
- Summarize requirements for managing/reporting the progress of projects

This PMP is a living document. It will be updated (as needed) to incorporate any expansions and enhancements of the 5310 program.

1.3 5310 Program Background, Function, and Overview

Federal funding for transportation is apportioned by a federal transportation authorization, currently the Bipartisan Infrastructure Law, enacted as the Infrastructure Investment and Jobs Act (IJJA). Funding was previously apportioned under the Fixing America's Surface Transportation (FAST) Act of 2015, and before that the Moving Ahead for Progress in the 21st Century Act (MAP-21) of 2012. The IJJA continues the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, which funds transportation services to meet the special transportation needs of seniors and individuals with disabilities in all areas – large urban (200,000 or more in population), small urban (50,000-199,999 in population), and rural (under 50,000 in population). Section 5310 program funds apportioned to large urban areas are allocated using American Community Survey (ACS) 5-year data based on each area's share of seniors (i.e., persons 65 and older) and people with disabilities. Funding is available for the Federal Fiscal Year, for which it is awarded plus two additional years.

- VVTA will directly apply for 5310 through the FTA.
- VVTA is responsible for (a) developing this Plan and (b) managing applicants who are awarded funding, and (c) will use 10% of total grant dollars for the administration of grant funds to subrecipients.
- SBCTA, in conjunction with consultants, will help advertise the Call for Projects, review the applications, and score the projects.
- VVTA will pass through funds to other agencies through a competitive selection process, with the awardees being subrecipients of VVTA. If VVTA applies for funds directly, it is subjected to the same competitive process as subrecipients.

Eligible agencies will be invited to apply for funding during a process called **The Call for Projects**.

Eligible projects include both traditional capital investment and non-traditional investment beyond ADA complementary paratransit services. MAP-21 specifies that at least 55% of program funds are used for traditional 5310 capital projects for seniors and people with disabilities. The remaining funds (up to 45%) may be used for projects seeking to reduce barriers to transportation services and expand mobility options to people with disabilities beyond ADA requirements.

FTA may allocate additional special or one-time grant funding from non-Section 5310 sources, which may be administered through a separate Call for Projects or may be administered with Section 5310. VVTA is encouraged to sign up for FTA updates, to seek additional funding opportunities.

1.4 Purpose

VVTA is required to have an approved PMP on file with FTA Region 9 Office and update it regularly to incorporate any changes in program management or new requirements.

As of this writing, Rubi Sanchez at rubi.sanchez@dot.gov is VVTA's FTA liaison.

FTA Circular 9070.1H Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions provides guidance for Section 5310 projects. It covers project requirements, administration procedures, and other components of the program. This PMP serves is a supporting document to Circular FTA C 9070.1H, describing the roles for carrying out policies/procedures in VVTA jurisdiction's, satisfying the FTA requirement for a PMP.

Chapter 2 Coordinated and Related Plans

2.1 County's Human Services Coordinated Transportation Plan

Proposals for 5310 funding must meet a need or fill a service gap identified in the current San Bernadino Human Services Coordinated Transportation Plan. This plan is updated every five years. The plan identifies transportation needs low-income populations and individuals with disabilities and seniors.

2.2 California Transportation Plan

5310 awarded projects must be reflected in California's Federal Transportation Improvement Program (FTIP), which is a list of projects receiving federal transportation funding. VVTA works with SBCTA to incorporate 5310 projects into the FTIP.

2.3 5310 Program Management Plan Development

This PMP was developed in 2025 following establishment of the Section 5310 Program under VVTA. Circular FTA C 9070.1H does not dictate an update schedule for PMPs but notes on page VII-4 that *"FTA strongly encourages the recipient to issue timely revisions to the [PMP], particularly when information helpful to minority applicants, subrecipients, and third-party contractors is involved. When the recipient proposes significant revisions to the PMP it should give an opportunity to comment at the minimum to potential subrecipients of assistance, potential service providers, other state agencies and representatives of other funding sources, and any relevant state associations and professional organizations."*

At a minimum, the PMP will be evaluated for changes when the San Bernadino County Human Services Coordinated Transportation Plan is updated and with every updated federal authorization. VVTA may review the PMP in advance of and following the biennial Section 5310 grant cycle.

Chapter 3. Program Performance Measures

The Government Performance Results Act (GPRA) requires FTA to establish performance goals/indicators to outputs for its programs. The performance measures described here are designed to fulfill FTA's obligations. The reporting and data collection measures for the 5310 Program will be described in the grant agreements with subrecipients.

3.1 Traditional Section 5310 Projects

A. Gaps in Service Filled – Measured by number of seniors and people with disabilities afforded mobility they would not have without program support because of traditional Section 5310 projects implemented in the current year.

B. Ridership - Actual or estimated number of rides (one-way trips) provided annually for individuals with disabilities and seniors on Section 5310–supported vehicles and services because of traditional Section 5310 projects implemented in the current year.

3.2 Other Section 5310 Projects

A. Increase/Enhancement of Service - related to geographic coverage, service quality, and/or service times
that impact availability of transportation services for seniors and individuals with disabilities because of other Section 5310 projects implemented in the current reporting year.

B. Additions or changes to physical infrastructure (e.g., transportation facilities, sidewalks, etc.), technology, and vehicles that impact on the availability of transportation services for seniors and individuals with disabilities because of other Section 5310 projects implemented in the current reporting year.

C. Actual or estimated number of rides (as measured by one-way trips) provided for seniors and individuals with disabilities because of other Section 5310 projects implemented in the current reporting year.

Subrecipients will be required to report on these performance measures on a quarterly basis and annual basis. VVTA can consolidate all information into its annual report.

Chapter 4 5310 Funding Timeline and Approval Process

SBCTA and VVTA will adhere to the schedule below in developing a Program of Projects for the 5310 program. This schedule describes the sequence of events for the grant application period. The precise dates will vary for each grant cycle.

Action	**Task**	**Helpful Notes**
SBCTA and consultants will notify all eligible sub-recipients when 5310 funds become available.	Advertise 5310 funding through various means (i.e websites, newspapers, listservs).	SBCTA and consultants to document method of advertisement to ensure all potential sub-recipients are aware of funding opportunity.
SBCTA and consultants create Technical Scoring Committee (TAC) for 5310 application review	SBCTA and consultants provide scoring criteria to TSC to understand how to score and rank 5310 applications.	
SBCTA and consultants promote Call for Projects and associated applications	SBCTA collects applications (Appendix B) within a 2-week window.	SBCTA and VVTA to keep applications on file for future reference when monitoring sub recipient and audit purposes.
Applicant Workshop	During application window, SBCTA and consultants may host a workshop to assist applicants in completing their applications	Recording of the meeting should take place and be posted on SBCTA or VVTA website.
Application Review	SBCTA will forward eligible applications to TSC for review	
Applicant Notification	SBCTA and consultants will provide letters to approved applicants and describe responsibilities as sub recipients. SBCTA will also notify unsuccessful applicants and the reasons as to why they were unsuccessful.	
On-Going Monitoring/Oversight	VVTA will then take the responsibility to monitoring funding and administration of 5310 sub-recipients until the end of the project cycle.	

Chapter 5 Eligible Subrecipients

Eligible subrecipients under Section 5310 include:

- State and local governmental agencies
- Public and private transportation providers
- Social service agencies
- Tribal governments
- Non-profit organizations
    - Private Non-Profit Organization
      A private non-profit organization includes an association determined by the U.S. Secretary of the Treasury to be an organization described by 26 U.S.C 501(c). Proof of 501c status will be required when submitting a proposal.

    - Private Taxi Operators as Subrecipients
      Private operators of public transportation (shared-ride surface transportation) are eligible subrecipients. Private taxi companies that provide shared-ride taxi service to the general public (on a regular basis) are eligible subrecipients. "Shared ride" means two or more passengers in the same vehicle who are not traveling together. Every trip does not have to be shared-ride for a taxi company to be considered a shared-ride operator, but the general nature of the service must include shared rides. Further information regarding eligible subrecipients can be found on FTA Circular 9070.1G, Chapter III, Sections 5 - 7 2 49 U.S.C. 5310(b)(1) and (b)(2).[2]

      Taxi companies providing *only* exclusive ride service are not eligible subrecipients; however, they may participate in the 5310 program as contractors.

      Exclusive-ride taxi companies may receive Section 5310 funds to purchase accessible taxis under contract with VVTA.

      VVTA is encouraged to hold the title or record a lien against the title to vehicles; however, the taxi company may hold title to the accessible vehicle(s) as long as the agreement between VVTA and the taxi company establishing satisfactory continued control. Examples of acceptable means of establishing satisfactory continuing control include:

        - VVTA may hold a lien on the vehicle purchased by the taxi company, or
        - The contract includes provisions that require the accessible taxi to be used to provide transportation for seniors and people with disabilities, and state that the vehicle may not be removed from service or disposed of prior to the end of its useful life without written consent of the VVTA. VVTA accepts

[2] FTA Circular 9070.1G [FTA Circular 9070.1G - Enhanced Mobility of Seniors and Individuals With Disabilities Program Guidance and Application Instructions]

responsibility to ensure continued public transit use of vehicles (for Section 5310 purposes by the subrecipient) regardless of whether VVTA holds a title or lien against the title.

Chapter 6. Subrecipient Monitoring and Oversight

VVTA and its subrecipients must maintain:

- Program compliance
- Federal civil rights statuses and regulations compliance
  - Subrecipients are required to identify any lawsuits or complaints alleging discrimination in the service filed with the grantee.

Program Compliance

Program compliance will consist of the following:

- Annual desk reviews of ADA/504 policies, plans, and reports submitted by subrecipients
  - Ensure Section 504 and ADA programs are accessible.
- On-site reviews/spot checks of facilities, vehicles, and operations for accessibility compliance.
- Review of procurement documents to ensure vehicle and facility ADA compliance.
- Periodic review of training programs for drivers and dispatchers on serving riders with disabilities.
- Submittal Requirements
  - Annual updates on accessibility practices and compliance.
  - Title VI/ADA complaint logs.

Specific Data Collection from Subrecipients

- Subrecipients to report quarterly or monthly on:
  - One-way passenger trips provided using 5310-funded vehicles or services.
  - Service enhancements (e.g., extended hours, expanded coverage).
  - Vehicles purchased, mobility management activities, or capital investments.
- Use standardized reporting forms or portals (e.g., Excel template).
- Collect supporting documentation (driver manifests, scheduling software outputs, ridership logs).

All grant management will be conducted in accordance with FTA C 5010.1D.

6.1 Definitions

- **Designated Recipient** - Entity designated to receive and apportion funds to urban areas of 200,000 or more in population (VVTA)
- **Subrecipient/Sub Grantee –** Entity that receives federal assistance through VVTA rather than by FTA directly
- **Third Party Contractor/Lessee –** Entity that is awarded a contract, purchase order, or lease agreement from VVTA or subrecipient financed in whole/in part with by FTA

6.2 Budgeting, Application and Award Process

6.2.1 Budget Authorization

Matching funds must be identified by the subrecipient and approved by VVTA. Match funding source outside FTA standards must receive written approval from FTA to be used. Match funding should adhere to the following:

- From an eligible funding source under FTA guidelines
    - The local share may be provided from an undistributed cash surplus, a replacement or depreciation cash fund or reserve, a service agreement with a state or local service agency or private social service organization, or new capital. Some examples of these sources of local match include: state or local appropriations; dedicated tax revenues; private donations; revenue from service contracts; transportation development credits; and net income generated from advertising and concessions.[3]
- Be available at the time of grant award
- No federal funds may be drawn without authorization and availability of match funding source
- Subrecipients must certify the use of local match with the submission of each invoice
- Subrecipients must provide quarterly reports that account for the use of local funds as match

6.2.2 Grant Application Process

During application process, subrecipients will:

- Complete forms for project description/detail and budget and timeline/milestones
- Sign off on FTA Certifications and Assurances, completed annually, beginning on October 1
- Show proof of acceptable audit in accordance with the latest Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) if $750,000 or more of federal funds are expended on an annual basis (including all federal sources)
- Submit construction projects/environmental requirements (e.g., Categorical Exclusions, State Historic Office, etc.).
- List of any revenue vehicles and/or changes to existing fleet plan.
- Produce confirmation letter indicating that sufficient local match funds will be available that identifies revenue sources and amounts; and is signed by an authorized representative of the organization submitting the application

B. No late applications will be accepted. Follow-up contact may occur if clarification is needed.

[3] FTA C 9070.1H

C. Applications will be scored by the Technical Scoring Committee.

D. VVTA's Board of Directors reviews TSC's recommendations. Approved applications will go to VVTA to administer funds.

E. SBCTA and consultants will provide letters (Appendix C) advising applicants of approval or not. The letter to applicants describes their responsibilities as subrecipients.

6.2.3 Grant Award

A. VVTA and its subrecipients will both identify a project manager responsible for grant administration and oversight. VVTA's project manager will serve as the main point of contact with the FTA. All grant management will be conducted in accordance with FTA C 5010.1D. [4]

B. VVTA will create a Subrecipient Grant Agreement (Appendix D) to be signed by all parties. The subrecipient will (a) complete the FTA's Annual Certifications/Assurances, and (b) provide a copy of audit in accordance with the latest Uniform Guidance if subrecipient expends $750,000 or more of federal funding from all sources or audited financial statements if the $750,000 threshold has not been met. The SGA specifies federal requirements including

- Procurement
- Disadvantaged Business Enterprise (DBE)
- Program-specific concerns
- Prior approvals
- Reporting requirements
- Invoicing
- Allowable activities per the work scope
- Allowable costs for work scope per approved budget

C. Subrecipients must adhere to the work scope and budget as outlined in SGA. To receive full reimbursement of eligible expenses, Subrecipient should read the SGA and any appendices to make sure all federal regulations are being adhered to.

D. Changes to the work scope require prior written approval from VVTA Project Manager. Requests for reimbursement may begin as soon as the SGA is executed, and federal funds are made available. Invoices must be for the net expense (i.e., total expense less match) actually incurred in direct support of the project. No reimbursement payments prior to the execution of SGA are allowed and advance payments to subrecipients are not allowed under the program.

E. The Subrecipient must certify the use of local match with each invoice submitted.

[4] FTA Circulator C 5020.1D Grant Management Requirements_C_5010_1D

6.3 Subrecipient Financial Monitoring

VVTA monitors subrecipients to ensure all federal guidelines are met. FTA requires VVTA to take the following actions based on 2 CFR 200.332:[5]

- Evaluate each subrecipient's risk of noncompliance with Federal statutes and regulations
- Impose specific sub-award conditions if appropriate[6]
- Review of financial and performance reports
- Ensure subrecipient takes appropriate action on all deficiencies pertaining to the award detected through audits
- Issue a management decision for applicable audit findings pertaining to the Federal award provided

[5] Code of Federal Regulations 200.332 eCFR :: 2 CFR 200.332 -- Requirements for pass-through entities.
[6]Code of Federal Regulations § 200.208 Specific conditions provides support in this effort CFR :: 2 CFR 200.208 -- Specific conditions.

Chapter 7 Eligible Projects

Summary

- Capital and operating expenses must support transportation services meeting the needs of seniors/individuals with disabilities.
- Trips must originate and/or conclude within the VVTA area
- At least 55% of any rural, small urban area, or large urban area's annual apportionment must be utilized for traditional public transportation capital projects (*It's not sufficient that seniors and individuals with disabilities are merely included among the people who will benefit from the project*) *
- Up to 45% of an area's apportionment may be used for non-traditional public transportation projects that exceed ADA minimum requirements, improve access to fixed-route service, and decrease reliance by individuals with disabilities on ADA complementary paratransit service
- FTA encourages projects that are open to the public to avoid unnecessary segregation of services.

**The grant application may assign less than the required 55% to non-traditional projects if other grants in the same fiscal year utilize more than the required 55%, so long as at least 55% of the total annual apportionment will be used for traditional projects. If so, a list of the other grants and the funding amounts must be included within the new grant application.*

7.1 Traditional Capital Expenses

A. Rolling stock/Related activities:

- Expansion/replacement buses or vans, and related procurement/testing/inspection/acceptance costs
- Vehicle rehabilitation or overhaul
- Preventive maintenance
- Radios/communication equipment
- Vehicle wheelchair lifts, ramps, and securement devices

Vehicle purchases are only allowed by subrecipients that are also direct recipients of FTA funds.

B. Passenger facilities

- Purchase/install of benches, shelters and other passenger amenities

C. Support facilities/equipment

- Extended warranties that do not exceed industry standard
- Computer hardware/software
- Transit-related intelligent transportation systems (ITS)
- Dispatch systems
- Fare collection systems

D. Lease of equipment when lease is more cost effective than purchase

When lease of equipment/facilities is treated as a capital expense, the recipient must establish criteria for determining cost effectiveness in accordance with FTA regulations, “Capital Leases,” 49 CFR part 639 and OMB Circular A–94

E. Acquisition of transportation services under a contract, lease, or other arrangement

Both capital and operating costs associated with contracted service are eligible capital expenses. Arrangements to provide subsidies are eligible expenses. Funds may be requested for contracted services covering a time of more than one year.

F. Mobility management support and coordination programs among public transportation providers and other human service agencies providing transportation.

Mobility management enhances access for populations beyond those served by one agency; and is intended to build coordination among existing providers. This includes:

- Promotion of access relating to integration of services for individuals with disabilities, seniors, and low-income individuals
- Short-term management support activities to implement coordinated services
- Support of state and local coordination policy bodies and councils
- Operation of transportation brokerages to coordinate providers, funding agencies, and passengers
- The development and operation of one-stop transportation traveler call centers to coordinate transportation information on all travel modes
- Operational planning for the acquisition of intelligent transportation technologies to help plan and operate coordinated systems inclusive of geographic information systems (GIS) mapping, global positioning system technology, coordinated vehicle scheduling, dispatching and monitoring technologies, as well as technologies to track costs and billing in a coordinated system, and single smart customer payment systems

7.2 Other Eligible Expenses

Up to 45% of 5310 funds may be used for operating expenses that exceed ADA requirements, improve access to fixed route services, and/or decrease reliance by individuals with disabilities on ADA complementary service.

7.2.1 Example Projects that Exceed the Requirements of the ADA

- Expansion of paratransit service beyond the 3/4 mile required by the ADA
- Expansion of paratransit hours (beyond those provided on the fixed route services)
- The incremental cost of providing same-day service
- The incremental cost of making door-to-door service available to all eligible ADA paratransit riders (but not on a case-by-case basis)
- Assisting riders through the door of their destination through additional labor
- Acquisition of vehicles and equipment designed to accommodate mobility aids that exceed the dimensions and weight ratings established for wheelchairs under the ADA regulations and labor costs of aides to help drivers assist passengers with oversized wheelchairs
- Accessible “feeder” service to commuter rail, commuter bus, intercity rail, and intercity bus stations, for which complementary paratransit service is not required under the ADA.

7.2.2 Examples of Public Transportation Projects that Improve Accessibility

- Accessibility improvements to transit and intermodal stations not designated as key stations

7.2.3 Alternatives to Public Transportation Projects that Assist Seniors and Individuals with Disabilities with Transportation

- Purchasing vehicles to support accessible taxi, ride-sharing, and/or vanpooling programs, provided that the vehicle meets the same ADA requirements specified in 49 CFR part 38, subpart B, and permits a passenger whose wheelchair can be accommodated inside the vehicle.
- Supporting the administration/expenses related to voucher programs for transportation services offered by human service providers; vouchers to seniors and individuals with disabilities to purchase rides, including: (a) mileage reimbursement as part of a volunteer driver program; (b) a taxi trip; or (c) trips provided by a human service agency. Providers of transportation can then submit the voucher for reimbursement to the recipient for payment based on predetermined rates or contractual arrangements. Transit passes or vouchers for use on existing fixed-route or ADA complementary paratransit service are not eligible. Vouchers are an operational expense which requires a 50/50 (federal/local) match.

- Supporting volunteer driver and aide programs. Volunteer driver programs are eligible and include support for costs associated with the administration, management of driver recruitment, safety, background checks, scheduling, coordination with passengers, other related support functions, mileage reimbursement, and insurance associated with volunteer driver programs. The costs of enhancements to increase capacity of volunteer driver programs are also eligible. FTA encourages communities to offer consideration for utilizing all available funding resources as an integrated part of the design and delivery of any volunteer driver/aide program

7.3 Administration, Planning and Technical Assistance

- Up to 10% of VVTA's total fiscal year apportionment may be used to fund costs including administration, planning, and technical assistance for projects funded under Section 5310. Recipients may pass any portion of these funds, up to the allowable 10%, on to subrecipients for the same purpose. Because the program is continuously managed, the oldest funds available are drawn first regardless of the year of award for program activity. FTA encourages VVTA to identify all the available Section 5310 administrative funds they intend to use routinely in each biennial grant application. However, recipients may choose to accumulate Section 5310 administrative funds within their period of availability to augment the funds available for a special administrative need in a subsequent year. Recipients may accumulate Section 5310 administrative funds in the year of apportionment plus two years.
- If VVTA includes program administration expenses more than the 10% in its grant application, it must document the unused Section 5310 administrative funds from prior years available to augment the amount of administrative funds in the current apportionment.
- VVTA must document the availability of Section 5310 administrative funds in each grant application. The grant application should include a list of all other grants for administrative expenses that utilize funds from the same apportionment. The list must include the total amount of administrative funds included in each grant and the fiscal year in which the funds were apportioned. The list should account for all funds for administrative expenses added through grant budget revisions or amendments.

Chapter 8. Funding

8.1 Federal Share and Local Match

- The federal share of eligible capital costs is equal to 80% of the net cost of the activity.
- The federal share of eligible operating costs may not exceed 50% of the net operating costs of the activity.
- Recipients may use up to 10% of their apportionment to support program administrative costs.

The determination of whether an expense is a capital or operating expense for the purposes of calculating the federal and local match share is different from the determination of whether a project is a traditional capital project or another eligible project. Traditional projects generally have capital costs, while non-traditional eligible project types may include a mix of capital and operating costs. VVTA calculates the funding split between traditional capital projects and other eligible projects based on individual expenses.

Refer to the FTA Uniform System of Accounts (USOA) to determine if expenses should be considered capital expenses or operating expenses.

Appendix B demonstrates how expenses are allocated to determine if they contribute to the required percentage for traditional capital projects.

Chapter 9 Project Criteria

Methodology

FTA allows but does not require the use of selection criteria for awarding 5310 funding. Criteria were developed to guide application review and project selection. The following criteria were developed and are consistent with VVTA's PMP, San Bernadino's 2021-2025 Human Services Coordinated Transportation Plan, FTA's 5310 guidance, CalTrans guidance, and review of peer agency Program Management Plans.

Basic Screening Criteria

Criteria Question	**Yes or No**
Does the project meet the basic goals of the Section 5310 program?	
Is the project application complete, including attachments providing the budget and certified local match sources?	
Does the project serve trips that have an origin and/or destination within the VVTA area?	

If the answer to any of the basic screening criteria is "no", the project is ineligible for funding and will not be scored.

Scoring Criteria for Traditional 5310 Projects

Section 1 Ability of Applicant 32 Points Max

Section 2 Coordination Planning 18 Points Max

Section 3 Transportation Service 20 Points Max

Section 4 Service Effectiveness 30 Points Max

Section 1: Ability of Applicant		
Question	**Scoring**	**Points Awarded**
Applicant has experience providing existing specialized transportation services for seniors or individuals with disabilities for	More than 5 yrs = 4 points 3 to 5 yrs = 3 points 1 – 3 yrs = 2 points Less than 1 yr = 0 points	
Or		
Applicant has experience in providing social services (non-transportation) for seniors or individuals with disabilities:	Demonstrates support from local CTSA = 2 Provides social services for more than 3 yrs = 2 points 1-3 yrs = 1 point Less than 1 yr = 0 points	
Scoring criteria for the following questions: 0 = Does not address question 1 = Addresses question without attaching relevant documentation 2 = Addresses question completely and attaches relevant documentation		
Driver Training Program	New and continuing driver training, including classroom and road testing = 2 Sensitivity Training, Emergency Preparedness, First Aid, and CPR = 2	
Dispatching Plan	Description of dispatching plan with ongoing training = 2	
Maintenance Plan	Daily pre-and post- trip inspection description with inspection forms = 2 Preventative and routine maintenance description, with maintenance schedule and forms = 2 Contingency plans for when equipment is not available for service = 2	
California Highway Patrol Inspections	Inclusion of satisfactory CHP or Caltrans inspection or documentation that such an inspection is not required = 2	
Annual Budget/Fund Sources	Agency describes other funding received or why other funding is not available = 2 Qualified audit for agency included with no instances of non-compliance = 2	
Emergency Operations and Response Planning	Emergency planning and drill activities, and county coordination. = 2 Identified available accessible vehicles (including capacity) to the county for use in emergency evacuations. = 2	
Proposed Budget for Transportation Program	All sources of estimated income are identified for proposed project = 2 Budget for applicant agency includes prior, current, and budget year = 2 Appropriate funding source for local match is identified = 2	
Total Maximum Points 32		

Section 2: Coordinated Plan Requirements 0 – Does not address question and/or does not include Coordinated Plan section or page number 3 – Addresses question & indicated Coordinated Plan section and/or page number	
Question	**Points Awarded**
Element 1: An assessment of available services that identifies current transportation providers (public, private, and non-profit). Generally describes available non-profit, public transit or Paratransit, including fixed route, dial-a-ride, and ADA complementary Paratransit services as contained in the Coordinated Plan by section and/or page number.	
Element 2: An assessment of transportation needs for individuals with disabilities or seniors. This assessment can be based on the experiences and of the planning partners or on more sophisticated data collection efforts, and gaps in service. Describes transportation needs of individuals with disabilities or seniors to be served by the proposed project as contained in the Coordinated Plan by section and/or page number.	
Element 3: Strategies, activities, and/or projects to address the identified gaps between current services and needs, as well as opportunities to achieve efficiencies in service delivery. 3. Identifies coordination strategies activities and/or efficiencies by name. Accurately describes how this project addresses strategies, activities and/or efficiencies. Includes section and/or page number of Coordinated Plan.	
Element 4: Priorities for implementation based on resources (from multiple program sources), time, and feasibility for implementing specific strategies and/or activities identified. Identifies the Coordinated Plan's implementation priorities. Accurately describes how this project addresses them. Includes section and/or page number of Coordinated Plan.	
Total Maximum Points 12	

Section 2: Coordination – Use of Vehicles/Equipment (3 points each)	
Question	**Points Awarded**
Clearly describes how vehicles, equipment or services in agency's existing fleet are used to provide coordinated service for another agency's clients or how these vehicles are shared with another agency(s).	
Clearly describes plan for coordinating use of requested vehicle(s) or equipment. (1 point per type of coordination or sharing of resources, up to 3 points.) Examples: · Shared use of vehicles · Dispatching or scheduling · Maintenance · Back up transportation · Staff training programs · Joint procurement of services and supplies from funding sources other than Section 5310 · Active participation in local social service transportation planning process · Coordination of client trip(s) with other transportation agencies · Other – please describe	
OR	
Clearly identifies attempts the agency has made to coordinate. Explain why coordinating isn't possible. Provides supporting documentation letter from CTSA or RTPA confirming that no opportunities for coordination currently exist for requested equipment.	
Total Points Maximum 6	

Section 3: Transportation Service		
Type of Replacement Vehicle	**Existing Vehicle Miles/Age**	**Score**
Minivan (Class D), Standard Van (Class V)	175,000 to 200,000 or 8 years – 20 points 150,000 to 174,999 or 7 years – 15 points 125,000 to 149,999 or 6 years – 10 points 100,00 to 124,999 or 5 years – 5 points Less than 100,000 miles or 4 years old not eligible – 0 points	
Small Bus (Class A), Medium Bus (Class B, Large Bus (Class C)	225,000 - 250,000 or 9 years – 20 points 200,000 – 224,999 or 8 years – 15 points 175,000 – 199,999 or 7 years – 10 points 150,000 – 174,999 or 6 years – 5 points Less than 150,000 or 5 years not eligible – 0 points	
Large Bus (Class E)	275,000 – 300,000 or 11 years – 20 points 250,000 – 274,999 or 10 years – 15 points 225,000 – 249,999 or 9 years – 10 points 200,000 – 224,999 or 8 years – 5 points Less than 200,000 or 7 years not eligible – 0 points	

Replacement: Determination that an applicant's vehicle needs to be replaced to continue its existing transportation services. For each new vehicle requested a vehicle currently in active service will be removed and sold or placed into backup service. Sedans and SUVs are no longer eligible as replacement vehicles.

Active Service: Vehicle is providing service throughout the agency's normal days and hours of operation. Excessive Maintenance: Vehicle does not meet minimum useful life but needs to be replaced due to excessive maintenance. Requests must have prior approval from the Branch Chief of Specialized Transit Grants.

Use chart below to score replacement vehicle

Type of Vehicle	VIN – last 5	Disposition/Sell Or Back Up	Mileage	Age	Score
Total Maximum Points 20					

Section 4: Service Effectiveness **Determination that requested additional equipment would be fully utilized (days and hours, passenger trips, service area) including usage of vehicle by another agency through a coordination plan.**	
Scoring	**Points Awarded**
Projected service hours per week to be provided with requested vehicle will increase total existing service hours by: > 38 = 7 points 36 to 38 = 6 points 33 to 35 = 5 points 30 to 32 = 4 points 27 to 29 = 3 points 24 to 26 = 2 points 20 to 23 = 1 points < 20 hours = 0 points	
Projected number of daily one-way Passenger Trips divided by Proposed total vehicle service hours: > 7 per service hour = 7 points 7 = 6 points 6 = 5 points 5 = 4 points < 2 per service hour = 0 points	
Projected number of miles for proposed vehicle per day is: >105 miles per vehicle = 6 points 91 – 105 = 5 points 76 – 90 = 4 points 61 – 75 = 3 points 46 – 60 = 2 points 30 to 45 = 1 point > 30 miles = 0 points	
Total Points Maximum 20	

Criteria	**Points**	**Score**
Equipment will coordinate fleet of 10 or more vehicles		
10	15	
9	13	
8	11	
7	9	
6	7	
5	5	
4	3	
1-3 vehicles	1	
Applicant is currently using a manual system for scheduling, vehicle tracking, etc. And/or has no dispatch communication equipment.	5	
OR		
Applicant needs to replace inadequate equipment to improve efficiency.	More than 5 yrs = 5 points 3 – 5 yrs = 3 points Less than 3 yrs = 0 points	
Total Points Maximum 20		

Scoring Criteria for Non-Traditional 5310 Projects

Project Need	**Points Available**
Support 5310 program objective?	0-10
Degree of increasing or enhancing availability of service for 5310 population?	0-10
Project Planning/Implementation	
Coordination w/partners?	0-5
Timeline realistic?	0-5
How will it be marketed?	0-5
Project Budget and Grant Management	
Does budget identify anticipated project costs and revenues?	0-10
Identified matching funds?	0-10
Is there a commitment to life of project beyond grant resources?	0-10
Program Effectiveness and Evaluation	
Describe data collection and documentation	0-10
Propose monitoring measurable indicators of success	0-10
Agency Preparedness and Capacity	
Experience with type of project before?	0-5
Experience with financial responsibilities and reporting?	0-5
Demonstrate ability to manage risk?	0-5

Chapter 10 5310 Program Management

10.1 Maintenance

Subrecipient must maintain its facilities, vehicles, and other substantial assets. Subrecipients are required to submit an annual Owned Rolling Stock Inventory to VVTA, which includes:

- Year/Make/Model/Vehicle Identification Number
- Agency Vehicle Number
- Condition
- Remaining Useful Life
- Replacement Cost
- ADA Accessibility

The information obtained from these inventories will become part of the inventory record. VVTA and sub-recipients should maintain equipment maintenance and inspection records for equipment procured with 5310 funds. Subrecipients are required to service the vehicle(s) and equipment, in accordance with the maintenance schedules, and to keep records to show that service was completed. Each recipient will submit certification that service is completed at least as scheduled per the owner’s manuals.

10.2 Procurement

When procuring property, supplies, equipment, or services with funds from an FTA grant, VVTA and subrecipients that are not states and their subrecipients must comply with FTA procurement requirements at 2 CFR part 200 and guidance contained in the current FTA Circular 4220.1

10.3 Pre-Award and Post-Delivery Reviews

Procurements for vehicles, other than sedans or unmodified vans, must be audited in accordance with 49 CFR part 663, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases.” The regulation requires any recipient or subrecipient that purchases rolling stock for use in revenue service with funds obligated after October 24, 1991, to conduct a pre-award and post-delivery review to ensure compliance with its bid specifications, Buy America requirements, and federal motor vehicle safety requirements, and to complete specific certifications. Purchase of more than twenty vehicles for use in areas under 200,000 in population (more than ten, for large urban areas), other than unmodified vans or sedans, require in-plant inspection. In the case of consolidated state procurements on behalf of multiple subrecipients, the in-plant inspection requirement is triggered only if a single subrecipient will receive more than ten or more than twenty vehicles, depending on area size.

10.4 Civil Rights

VVTA and its subrecipients comply with the requirements under Title VI of the Civil Rights Act of 1964. VVTA will receive assistance from SBCTA and associated consultants to ensure sub-recipients are up to date on Title IV Plans.

VVTA will seek written certification of compliance pertaining to the following:

- Civil Rights
- Title VI
- Equal Employment Opportunity (EEO)
- Disadvantage Business Enterprise (DBE)

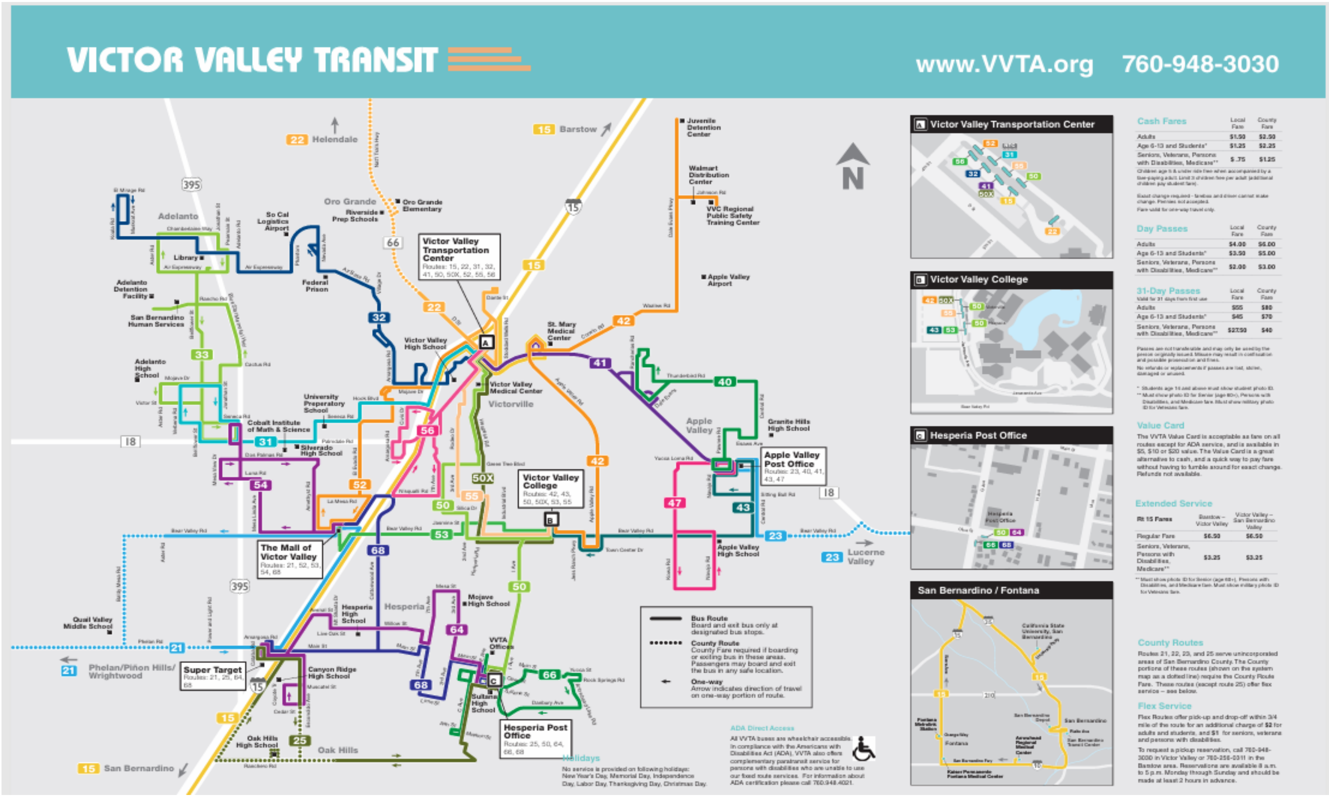
VVTA will be informed (in writing), of any lawsuit, litigation or civil rights complaints made against subrecipient. VVTA will accept (in writing), any updates on the status or outcome of active/pending lawsuits throughout the period of the grant.

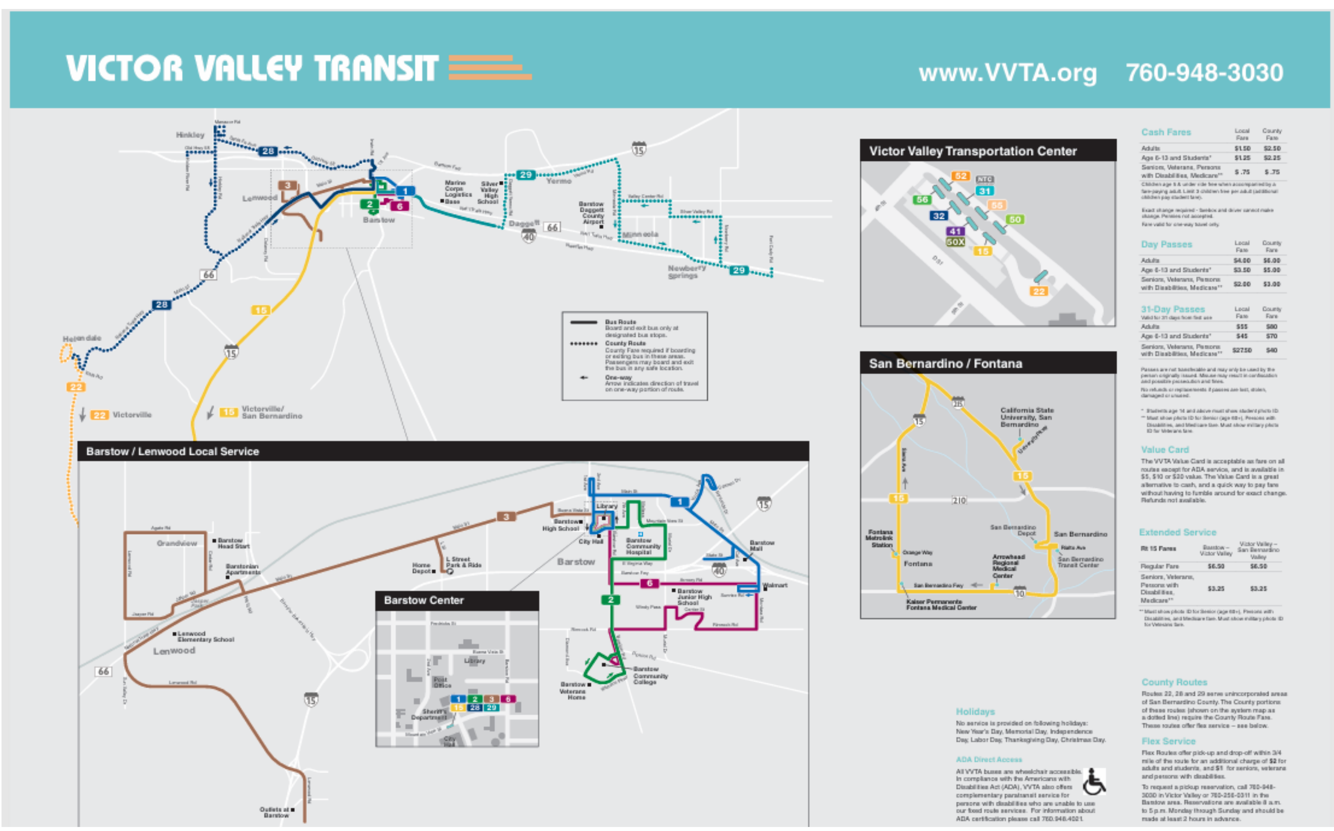
As of this writing, AMMA Transit Consulting (through its contract with SBCTA) assists agencies with their Title VI if requested).

10.5 Assurances

VVTA signs the FTA Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements, which binds VVTA to all civil rights 28 Section 5310 Program Management Plan requirements. VVTA subrecipients must comply with the FTA's Annual List of Certifications and Assurances as stated in their grant agreements with VVTA.

Appendix A Victor Valley Service Area





Appendix B 5310 Sub-Recipient Application Form Traditional Projects

SEE SEPARATE ATTACHMENT

Appendix B 5310 Sub-Recipient Application Form Non-Traditional Projects

SEE SEPARATE ATTACHMENT

Appendix C Subrecipient Approval Letter

Date
Name
Address
City, State Zip
Re: Subrecipient Project X, Federal Transit Administration Apportionment VVTA Application for Federal Transit Administration funding

Dear Subrecipient:

Congratulations! SBCTA, in conjunction with Victor Valley Transit Authority, as the designated recipient of Federal Transit Administration (FTA) funds for the Victor/Hesperia urban area, approved your application for Section 5310 funding. By accepting these federal funds, your organization will be recognized as a subrecipient and is subject to all FTA federal requirements. You will be assigned a VVTA project manager for project oversight and he/she will coordinate the process with you. The Subrecipient Grant Agreement is attached to this letter; however, no agreement will be made until the federal award is received.

Once the VVTA Project Manager contacts your agency, please send all questions regarding compliance or needs for approval directly to them so the PM can track the required approvals or changes to your project.

Until the Subrecipient Grant Agreement is signed, funding is not available to your agency.

VVTA looks forward to working with you throughout the grant process.

Regards,

The SBCTA Transit Team

Appendix D Subrecipient Grant Agreement

SECTION 5310 GRANT PROGRAM
FUND TRANSFER AGREEMENT BETWEEN VICTOR VALLEY TRANSIT AUTHORITY
AND SUBRECIPIENT NAME

AGREEMENT NO. INSERT NUMBER

This (AGREEMENT) is between Victor Valley Transit Authority (VVTA) and Subrecipient, (referred to as "SUBRECIPIENT"). VVTA and SUBRECIPIENT are also collectively referred to as "the Parties."

RECITALS

A. VVTA and SUBRECIPIENT, pursuant to the Infrastructure Investment and Jobs Act (IIJA), are authorized to enter into this AGREEMENT pertaining to federal funding committed for Section 5310 (collectively "Section 5310 funds") that VVTA is responsible for allocating within its jurisdiction. Section 5310 funds are provided by the Federal Transit Administration (FTA) to VVTA as the designated recipient, therefore various federal requirements and certifications will apply to SUBRECIPIENT as part of this AGREEMENT.
B. SUBRECIPIENT has agreed to implement the NAME OF PROJECT
C. (Project), subject to the terms and conditions of the Section 5310 Program and this AGREEMENT.
D. All services performed by SUBRECIPIENT pursuant to this AGREEMENT must be performed in accordance with all applicable federal, state, and local laws, ordinances, regulations and policies, including, but not limited to, VVTA?
E. Project funding is as follows: INSERT PROJECT NAME, FUNDS AVAILABLE AND LOCAL MATCH

In consideration of the recitals above, and the mutual promises of the Parties, SUBRECIPIENT and VVTA agree as follows:

AGREEMENT

GRANT AWARD

A. The total amount payable to SUBRECIPIENT by VVTA pursuant to this AGREEMENT will not exceed the amount shown on the first page of this AGREEMENT (Fund Limit).
B. It is agreed and understood that this Fund Limit is a ceiling and that VVTA will only reimburse the allowable cost of services rendered in accordance with the AGREEMENT. The actual amount reimbursed by VVTA may be less than the Fund Limit.

TERM OF AGREEMENT

A. The effective date of this AGREEMENT is the last date on which a party executes this AGREEMENT. VVTA authorizes SUBRECIPIENT to begin working on the Project, and SUBRECIPIENT agrees to undertake Project work, promptly after receiving a written Notice to Proceed from VVTA. SUBRECIPIENT must not proceed with the Project and is not eligible to receive payment for work performed, prior to VVTA issuance of a written Notice to Proceed. This AGREEMENT will terminate Insert Number of Years after the effective date unless it is amended in writing by the Parties.

LOCAL MATCH FUNDS

SUBRECIPIENT must provide matching funds from a source other than federal DOT funds, in the percentage shown on the first page of this AGREEMENT (Match Percentage) of the actual cost of the Project. If the full Fund Limit is paid by VVTA, the SUBRECIPIENT's match amount is estimated to be the amount shown on the first page of this AGREEMENT. If the actual cost of the project exceeds the Fund Limit, SUBRECIPIENT is responsible for 100% of the actual cost greater than the Fund Limit.

Reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the Notice to Proceed date and prior to the termination date of this AGREEMENT, unless expressly permitted by VVTA in writing as permissible local match expenditures made prior to the effective date of this AGREEMENT.

SUBRECIPIENT agrees to contribute the greater of the statutorily or other required Match Percentage (other than federal DOT funds or fare revenues), if any is specified within this AGREEMENT or in any attachment, toward the actual cost of the services described in the Project Description. SUBRECIPIENT must maintain a cumulative match contribution to the Project that meets or exceeds the required matching funds percentage shown on the first page of this AGREEMENT.

PROJECT COMPLETION AND USE OF FUNDS

SUBRECIPIENT agrees to complete the Project as described in the Project Description using the awarded federal funds provided under the AGREEMENT and any matching funds committed to solely for the Project.

NOTIFICATION OF PARTIES

SUBREICIPIENT's Project Manager is INSERT SUBRECIPIENT PM NAME

VVTA's Program Manager is Insert VVTA PM Name

All notices will be deemed to have been fully given when made in writing and received by the Parties at their respective addresses below. SUBRECIPIENT must notify VVTA of any change to its Project Manager no later than 15 days after the change has been made.

VVTA CONTACT INFO

SUBRECIPIENT CONTACT INFO

SCOPE OF PERFORMANCE

A. This AGREEMENT was awarded based on the application submitted by SUBRECIPIENT with the intention that the awarded funds are used to implement the Project described in the Project Description. Any deviation from the Project Description must be approved in advance by written amendment if grant funds are to be used for such changes. If SUBRECIPIENT believes substantive changes need to be made to the Project, SUBRECIPIENT will immediately notify VVTA in writing. VVTA will then determine whether the Project is still consistent with the overall objectives of the 5310 Program and whether the changes would have negatively affected the Project ranking during the grant application process. VVTA reserves the right to have the AGREEMENT funding withheld or refunded due to substantive Project changes.

B. SUBRECIPIENT must prioritize the service funded by this AGREEMENT for the target population, ensuring that at least 80% of the service is provided for older adults and individuals with disabilities. If vehicles are funded through this agreement must be operated at least 20 hours per week for the duration of its minimum useful life.

C. SUBRECIPIENT must make diligent and timely progress toward completion of the Project within the timeline set forth in the Project Schedule, which is included in the Project Description.

D. In the event SUBRECIPIENT encounters or anticipates difficulty in meeting the Project Schedule, SUBRECIPIENT shall immediately notify the VVTA Program Manager in writing and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which SUBRECIPIENT expects to complete performance. SUBRECIPIENT's notification will be informational and VVTA's receipt of it is not a waiver by VVTA of a project delivery schedule or date, or any rights or remedies provided by this AGREEMENT.

PROJECT BUDGET

The SUBRECIPIENT and VVTA agree to a Project Budget that is set forth in the Project Description. The SUBRECIPIENT and/or third-party contractor(s) will incur obligations to the Project only as authorized by the Project Budget. SUBRECIPIENT may, with prior written approval from VVTA's Program Manager, reallocate funds between tasks in the Project Budget if all of the following conditions are met:

- The funds to be reallocated do not exceed an aggregate amount of 10% for any task in the Project Budget
- Reallocation does not negatively impact the benefits obtained from the Project
- There is no increase to the Fund Limit or decrease to the Match Percentage shown on the first page of this AGREEMENT.
- Any other changes to the Project Budget require the issuance of an amendment to the AGREEMENT

MONITORING AND COMPLIANCE

SUBRECIPIENT's performance will be monitored for consistency with the Project Description. VVTA will utilize the "5310 Grant Monitoring Checklist," on the VVTA web page to document compliance using both cost and non-cost performance indicators.

SUBRECIPIENT's performance will be measured against the Performance Targets included in the Project Description during the term of this AGREEMENT. If the SUBRECIPIENT does not achieve minimum performance requirements, VVTA will issue SUBRECIPIENT a written Notice to Complete a Corrective Action Plan pursuant to VVTA's Plan (PMP). VVTA will utilize the VVTA 5310 Grant Monitoring Checklist at regular site visits or desk reviews to verify compliance with provisions in this AGREEMENT and document compliance deficiencies.

SUBRECIPIENT must comply with the most recently approved version of VVTA's PMP. A copy of the PMP can be obtained from the VVTA web page. In the case of a conflict between the PMP and this AGREEMENT, this AGREEMENT prevails.

FUNDING REQUIREMENTS

It is mutually understood between the Parties that this AGREEMENT has been written for the mutual benefit of both Parties to avoid program and fiscal delays that would occur if the AGREEMENT was executed only after ascertaining the availability and appropriation of funds.

This AGREEMENT is valid and enforceable only if sufficient funds are made available to VVTA by the FTA for the purpose of this Project. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by VVTA's Board of Directors, Congress or the State Legislature that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

It is mutually agreed that, if the Congress or the VVTA Board of Directors does not appropriate sufficient funds for the program and Project, this AGREEMENT will be amended to reflect any reduction in funds.

VVTA has the option to void this AGREEMENT under the termination clause or to amend this AGREEMENT to reflect any reduction of funds. In the event of an unscheduled termination, VVTA may reimburse or offset SUBRECIPIENT costs in accordance with the provisions of this AGREEMENT.

COST PRINCIPLES

SUBRECIPIENT agrees to comply with 2 CFR 200 and Part 1201, including but not limited to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable.

SUBRECIPIENT agrees, and will cause its third-party contractors to agree, that (a) Contract Cost Principles and Procedures and Federal Acquisition Regulations System under 2 CFR 200 and Part 1201 will be used to determine the allowability of individual Project cost items; and (b) all Parties must comply with federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Part 1201, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the following attachments to this AGREEMENT: Standard Federal Provisions (Federal Transit Administration) and the Federal Provisions for the 5310 Program Enhanced Mobility of Seniors and Individuals with Disabilities.

Any Project costs for which SUBRECIPIENT has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 200 or Part 1201 are subject to repayment by SUBRECIPIENT to VVTA by offset or other means approved by VVTA. Should SUBRECIPIENT fail to reimburse moneys due VVTA within 30 calendar days of discovery or demand, VVTA is authorized to intercept and withhold future payments due to SUBRECIPIENT from VVTA.

REPORTS AND DATA COLLECTION

SUBRECIPIENT must submit written progress reports no less frequently than quarterly to allow VVTA to determine if SUBRECIPIENT is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed. Grant Progress Reports including Project data establishing SUBRECIPIENT's performance as compared to the Performance Targets included in the Project Description must be provided by SUBRECIPIENT to VVTA at least quarterly. The standardized SUBRECIPIENT reporting forms will be provided by the VVTA Program Manager if online software is not available.

In order to track the types of persons served by SUBRECIPIENT for Title VI, as well as provide information to SUBRECIPIENT to help it better serve its clients, SUBRECIPIENT must collect client demographic information at least quarterly, and report those data to VVTA on an annual basis or upon request, on a form to be provided by VVTA.

INDEMNIFICATION AND LIABILITY

SUBRECIPIENT agrees to indemnify, defend (with counsel reasonably approved by VVTA) and hold harmless the VVTA and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this AGREEMENT from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by VVTA on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. SUBRECIPIENT indemnification obligation applies to the VVTA's "active" as well as "passive" negligence but does not apply to the VVTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

INSURANCE

General Liability Insurance: The Subrecipient shall maintain Commercial General Liability Insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 per occurrence and $2,000,000 aggregate. VVTA and the Federal Transit Administration shall be named as additional insureds.

Auto Liability Insurance: The Subrecipient shall maintain Automobile Liability Insurance covering all owned, hired, and non-owned vehicles used in connection with the performance of this agreement, with a combined single limit of not less than $1,000,000 per occurrence. Vehicles acquired through this contract must be listed on the policy.

Workers' Compensation and Employer's Liability: The Subrecipient shall maintain Workers' Compensation Insurance as required by state law and Employer's Liability Insurance with a limit not less than $500,000 per accident, $500,000 per disease per employee, and $500,000 disease policy limit.

Property Insurance (for vehicles or equipment): The Subrecipient shall maintain property insurance covering vehicles and equipment acquired under this agreement for the full replacement value. Coverage shall include comprehensive and collision with a deductible not to exceed $1,000.

Certificate of Insurance: The Subrecipient shall provide current certificates of insurance evidencing the above coverages prior to the execution of this agreement and annually thereafter. All policies must provide 30 days' notice prior to cancellation.

PURCHASES BY SUBRECIPIENT

All Purchases

Prior authorization in writing by VVTA is required before SUBRECIPIENT enters into any third-party contract exceeding $10,000. SUBRECIPIENT must provide an evaluation of incurring such costs. Any third-party contract with a value exceeding $10,000 must be competitively bid by SUBRECIPIENT, or the absence of bidding must be adequately justified in a Sole Source Justification and prior authorization to enter into the sole source contract must be obtained from VVTA. SUBRECIPIENT must maintain ownership of any real or personal property purchased using AGREEMENT funding (Property) and must use such Property only for the purposes set forth in this AGREEMENT. The Parties agree in good faith to ensure the continued use of the Property for the purposes intended. The useful life of the Property will be specified in the Project Description.

SUBRECIPIENT must maintain each piece of Property in good operating order. SUBRECIPIENT agrees to make all maintenance records available to VVTA and include them in reports. VVTA and the FTA have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and proper maintenance of the Property. SUBRECIPIENT must notify VVTA within 72 hours if a vehicle is placed out of service for more than fourteen calendar days.

Any Property purchased because of this AGREEMENT is subject to the following:

- SUBRECIPIENT must maintain an inventory record for each piece of non-expendable Property purchased or built with funds provided under this AGREEMENT.
- The inventory record of each piece of such Property must include, but not be limited to, the description, I.D. number, acquisition date, cost, grant-funded percentage, grant number, useful life, location, use and condition, disposition action, title holder, and/or any other information necessary to identify said Property. (2 CFR 200).
- Non-expendable Property so inventoried are those items of Property that have a normal life expectancy of one year or more and an approximate unit price of $5,000 or more. In addition, theft-sensitive items of Property costing less than $5,000 shall be inventoried. A copy of the inventory record must be submitted to VVTA upon request.

Subrecipient is subject to the use, management, and disposition requirements for equipment identified at 2 CFR 200.313.

VVTA and SUBRECIPIENT agree that if a piece of Property is utilized for transportation services it shall be provided in a nondiscriminatory manner. VVTA agrees to provide any necessary Title VI reporting to the federal government. SUBRECIPIENT agrees to provide 12 such technical assistance and information as necessary for the development of that Title VI report.

THIRD-PARTY CONTRACTING

SUBRECIPIENT must perform the work contemplated with resources available within its own organization and no portion of the work will be completed by a third-party contractor without written authorization by VVTA. Any third-party contract entered into because of this AGREEMENT must contain all the provisions in this AGREEMENT that are applicable to SUBRECIPIENT's third party contractor. By requesting approval from VVTA for use of a third-party contractor, SUBRECIPIENT will be asserting to VVTA that it has an independent contractor relationship with that third-party contractor that meets the requirements under California law.

SUBRECIPIENT must execute and cause its third-party contractors to execute debarment and suspension certificates stating they have not been disqualified from doing business with the federal government. SUBRECIPIENT must provide signed debarment and suspension certificates to VVTA in advance of utilizing any third-party contractor. Any third-party contract entered into by SUBRECIPIENT because of this AGREEMENT must mandate that travel and per diem reimbursements and third-party contract reimbursements will be allowable as Project costs only after those costs are incurred and paid for by the third-party contractor.

SUBRECIPIENT must ensure that local match funds used for the Project meet the requirements outlined in this AGREEMENT in the same manner as is required of all other Project expenditures.

Although SUBRECIPIENT may delegate any or almost all Project responsibilities to one or more third-party contractors at any tier, SUBRECIPIENT agrees that it, rather than any third-party contractor, is ultimately responsible for compliance with all applicable laws, regulations, and this AGREEMENT.

COMPLIANCE WITH LABOR AND OTHER LAWS

If this Project will result in the construction, alteration, modification, or maintenance of a "Public Work," as that term is defined in the Labor Code, then SUBRECIPIENT must conform to the provisions of the Labor Code applicable to Public Works as set forth in sections 1720 through 1815, all applicable regulations of the Department of Industrial Relations, and determinations of coverage as issued by the Director of Industrial Relations.

SUBRECIPIENT must include in all third-party contracts funded by this AGREEMENT which contemplate the actual construction of a Public Works project paid for by funds allocated under this AGREEMENT, a clause that requires each third-party contractor to comply with California Labor Code requirements that all workers employed on public works projects (as defined in California Labor Code 1720-1815) will be paid not less than the general prevailing wage rates predetermined by the Director of the State Department of Industrial Relations.

SUBRECIPIENT must comply with all federal, state, and local laws and ordinances applicable to this AGREEMENT. This includes compliance with laws defining independent contractors, when applicable. SUBRECIPIENT must pass all the provisions in this section through to its third-party contractors at any tier.

SUBRECIPIENT must be aware of the requirements of the Immigration Reform and Control Act of 1986 and comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, consultants, and subcontractors that are contemplated by this AGREEMENT.

SUBRECIPIENT represents and warrants to VVTA that it has all necessary licenses, permits, qualifications and approvals, of whatever nature, that are legally required for it to operate legally.

SUBRECIPIENT further represents and warrants to VVTA that it shall keep in effect at all times during the term of this AGREEMENT any licenses, permits, and approvals that are required for it to be performed under this AGREEMENT.

The State Fire Marshal adopts building standards for fire safety and panic prevention. When applicable, SUBRECIPIENT must assure that any relevant Project plans meet the standards of the State Fire Marshal to ensure consistency with fire protection standards.

RECORDS RETENTION AND AUDITS

SUBRECIPIENT and its third-party contractors at any tier must establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of SUBRECIPIENT, and its third-party contractors at any tier, must conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of SUBRECIPIENT and its third-party contractors at any tier connected with Project performance under this AGREEMENT must be maintained for a minimum of three years from the date of the SANDAG final payment to SUBRECIPIENT and be held open to inspection, copying, and audit by representatives of SANDAG and auditors representing the federal or state government. Copies must be furnished by SUBRECIPIENT and its third-party contractors at any tier upon receipt of any request made by VVTA.

SUBRECIPIENT and its third-party contractors at any tier will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by VVTA for the purpose of any investigation to ascertain compliance with this AGREEMENT.

CHANGES IN TERMS OR CONDITIONS

This AGREEMENT may be amended or modified only by mutual written agreement of the Parties. SUBRECIPIENT agrees to notify VVTA immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect SUBRECIPIENT’s ability to perform the Project in accordance with the terms of this AGREEMENT. SUBRECIPIENT also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect VVTA interests in the Project or SUBRECIPIENT’s ability to carry out the Project; and agrees to inform VVTA, also in writing, before naming VVTA as a party to litigation for any reason, in any forum. At a minimum, SUBRECIPIENT agrees to send each notice to VVTA required by this subsection to VVTA’s General Counsel.

VVTA is obligated to notify the FTA of any change in conditions, including changes in local law or litigation which would affect the performance of the project. SUBRECIPIENT agrees that, in the event such circumstances occur, it will notify VVTA, in writing, within ten calendar days.

DISPUTES

In the event VVTA determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this AGREEMENT or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactorily to both parties.

EARLY TERMINATION OF THIS AGREEMENT

This AGREEMENT may be terminated as a whole or in part by either party for any reason by giving written notice to the other party at least 30 days in advance of the effective date of such termination. In the event of termination by said notice, funds reimbursed to SUBRECIPIENT will include authorized noncancelable obligations and eligible costs incurred prior to receipt of the notice of termination.

For Vehicle Projects Only

SUBRECIPIENT is still bound by the terms of the Vehicle Lease Agreement(s) as it pertains to the purchase and disposition of vehicles purchased under this AGREEMENT. Notwithstanding the foregoing subsection, if the funds provided under this AGREEMENT are used by SUBRECIPIENT to purchase a vehicle, and SUBRECIPIENT is required or desires to return one or more vehicles to VVTA prior to termination of the AGREEMENT, SUBRECIPIENT is not entitled to a return of any of its matching funds. SUBRECIPIENT must work with the VVTA Program Manager on a plan for disposition of any such vehicle. Furthermore, SUBRECIPIENT is responsible to VVTA for paying for any storage, insurance, or other costs incurred by VVTA to take early possession or dispose of the vehicle(s), unless otherwise agreed to in writing by VVTA.

ATTACHMENTS:

5310 Non-Traditional Subrecipient Project Application
5310 Traditional Subrecipient Project Application

AUTHORIZED SIGNATURES:

Name:	
Title:	Chief Executive Officer
Signature	

Name:	
Title:	Non-Profit Authorizing Official
Signature	

Appendix E VVTA Project Manager 5310 Monitoring Checklist

Section 5310 VVTA Check List (Quarterly)					
Subrecipient					
Reviewer					
Contract No.					
Date					
Area	**Requirement**	**Complete Y/N**	**Corrective Action**	**Due Date**	**Notes**
Pre-Award Requirements					
Application	Subrecipient completed application, received notification that application is approved				
Certifications/Assurances	Subrecipient provides Authorized Representative and Attorney Signatures in TrAMS				Credentials for TrAMS take time and can be confusing. Continue to work with sub recipient to ensure this gets down
Post-Award Requirements					
Subrecipient Grant Agreements	VVTA and Subrecipient shall execute agreement within 60 days of award				
Title VI	Provide history of Title VI compliance and/or program				
Vehicle Maintenance Plan	Subrecipient to continually update plan based on industry standards				
Certificate of Insurances General Liability Automobile Liability Workers Compensation					