

STAFF REPORT



MEETING DATE:	December 14, 2023
SUBJECT:	Approve Senate Bill (SB) 125 Short-Term Capital Program and SRTA-RABA Interagency Agreement
AGENDA ITEM:	12
STAFF CONTACT:	Laurent Beauregard, Assistant Transportation Planner

SUMMARY:

Senate Bill (SB) 125 provides regional formula grants to fund capital and operational improvements for California's intercity, commuter, and urban rail systems, as well as bus and ferry transit systems. SRTA has been allocated \$21,534,813 in SB 125 funds for Fiscal Years (FYs) 2023/24 through 2026/27. To receive funds, an Initial Short-Term Allocation Package must be prepared and submitted to the California State Transportation Agency (CalSTA) by December 31, 2023. In coordination with the Redding Area Bus Authority (RABA) and Dignity Health Connected Living (DHCL), SRTA staff identified a list of eligible projects for the initial allocation package, detailed in Table 2, and is preparing the attached initial allocation package (Attachment A) for consideration, which is due to CalSTA by December 31, 2023.

STAFF RECOMMENDATION:

It is recommended that the board of directors:

1. Approve and authorize the executive director to submit the Senate Bill 125 Short-Term Capital Program initial allocation package of projects totaling \$17,505,155;
2. Authorize the executive director to make minor administrative amendments, as appropriate, in response to CalSTA comments or provide any other necessary information in support of the initial allocation package;
3. Delegate the executive director to execute the necessary agreements with CalSTA to receive funds; and
4. Approve and authorize the executive director to execute an interagency agreement (Attachment B) between SRTA and RABA for the purpose of jointly developing and building a hydrogen station on property owned by RABA.

DISCUSSION:

Background – At the October SRTA Board of Directors meeting, staff provided an overview of the SB 125 transit funding program and presented draft project ideas ([staff report](#)). Working with RABA and DHCL, SRTA staff identified an initial list of eligible projects that align with the SB 125 guidelines. Table 2 summarizes the projects and estimated costs for each project. Additionally, staff organized a technical assistance meeting with CalSTA and received guidance on ways to consolidate projects together to provide greater flexibility.

The proposed list of projects: 1) focuses on needs identified in RABA's draft Short Range Transit Plan, SRTA's Long-range Transit Plan, and RABA and SRTA Zero-Emission Transition Plans; and 2) is based on available regional transit operator data. The allocation package may be modified at any point should project scopes or needs change. CalSTA anticipates at least one update to the region's allocation package will be submitted by December 31, 2024, or sooner. A long-range financial capital program must be developed and submitted by June 30, 2026.

Funding – Table 1 shows a combined total of \$21,534,813 in TIRCP/ZETCP funds are being allocated to the Shasta region over the next four years. Table 2 summarizes proposed projects and the estimated allocation by funding fiscal year. Short project descriptions follow Table 2. CalSTA must approve a regional transportation agency’s short-term transit capital program before funds can be distributed. Once funds are distributed to RTPAs, there is no specific deadline for expending the funds.

Table 1: Shasta Regional TIRCP/ZETCP Funding Available by Fiscal Year

	FY 23/24	FY 24/25	FY 25/26	FY 26/27	Total:
TIRCP	\$9,423,391	\$9,446,427			\$18,869,818
ZETCP	\$993,316	\$557,226	\$557,226	\$557,226	\$2,664,994
Total:	\$10,416,707	\$10,003,653	\$557,226	\$557,226	\$21,534,812

Table 2: Regional SB 125 Initial Allocation Project Requests by Fund Source and Fiscal Year

Project	Implementing Agency	Components	TIRCP FY 23/24	TIRCP FY 24/25	ZETCP FY’s 23/24 -26/27
Regional Ridership Retainage and Growth	RABA/ DHCL/ SRTA	Transit Operations Assistance and Micro mobility Partnerships \$4,675,000	\$2,675,000	\$2,000,000	
RABA Technology Enhancements	RABA/SRTA/DHCL	Implement and cover the operational costs associated with technology needed to enhance public transit services	\$1,435,000		
CTSA coordination	RABA/DHCL/SRTA	Transfer of CTSA contract to RABA		\$500,000	
RABA Micro transit operations	RABA	RABA Micro transit operations \$1,800,000	\$200,000	\$1,600,000	
Zero Emission Vehicle replacements	RABA	5 30-35 Foot Electric Bus Replacement for RABA \$3,174,800		\$2,250,554	\$ 2,449,646
	RABA	6 Electric Vans for Fixed Route, Demand Response, and Micro transit for RABA \$1,100,400			
	SRTA/DHCL	1 Electric Pilot Van for DHCL \$425,000			
North State Intercity Passenger Transit System	SRTA/RABA	Updating the demand study, including research, data collection, and expert consultations \$100,000	\$2,050,000		
	SRTA/RABA	Purchase or lease of renewable diesel buses \$1,950,000			
Expansion of Cycle 3 TIRCP for North State Intercity Bus to Rail	SRTA/RABA	Hydrogen Station Match \$1,629,607	\$2,129,607		
		Hydrogen Supply Market Study and Recommendation \$500,000			
SB 125 Admin	SRTA	Administration of SB 125 to the Region			\$ 215,348
	Total		\$8,489,607	\$6,350,554	\$ 2,664,994

Eligible projects – The list of proposed projects is described in detail below:

- **Regional Ridership Retainage and Growth:**
 - \$4,675,000 to sustain RABA fixed route and demand response services and rural Consolidated Transportation Service Agency services in Shasta County and implement efforts to increase passenger trips based on the RABA's Short Range Transit Plan and SRTA's Long-Range Transit Plan.
- **RABA Technology Enhancements:**
 - \$1,435,000 to implement and cover the operational costs associated with technology needed to enhance public transit services, including, but not limited to: Open Fare Payment, Genfare support Agreement, Optibus Planning Software, Transit and Moovit Mobility as a Service (MaaS) app, Token Transit fare payment app, automatic passenger counters (APCs), paratransit & micro transit software, GTFS/GTFS Flex/GBFS implementation as well as continued maintenance.
- **CTSA Coordination:**
 - \$500,000 to conduct a CTSA Transit Efficiency and Innovations Study to evaluate and develop potential implementation steps for potentially migrating CTSA services from SRTA to RABA and to initiate identified early phase efforts.
- **RABA Micro Transit operations:**
 - \$1,800,000 to be set aside for future micro transit operations for first/last mile partnerships which would reduce underperforming fixed route transit services and improve accessibility of public transportation services within Shasta County in areas that have the most demonstrated passenger need.
- **Zero emission Vehicle Replacements:**
 - \$3,174,800 for up to five 30-35 foot Zero Emission Buses plus charging infrastructure;
 - \$1,100,400 for two Zero Emission Vans plus necessary chargers for Demand Response, Micro transit, and Fixed Route service operated by RABA and;
 - \$425,000 for one Pilot Electric Van and charger to be used by DHCL for demand response.
- **North State Intercity Passenger Transit System (NSIPTS):**
 - \$100,000 for updating the demand study, including research, data collection, and expert consultations.
 - \$1,950,000 for the purchase or lease of two renewable diesel buses for intercity bus service from Redding to Chico, pending a partnership with the San Joaquin Joint Powers Authority.
- **Expansion of Cycle 3 TIRCP for North State Intercity Bus to Rail:**
 - \$1,629,607 for the required 11.47% match for the hydrogen station and seven years of associated administrative costs.
 - \$500,000 for Hydrogen Supply Market Study and Recommendation, which will work to evaluate the feasibility of generating green hydrogen.
- **SB 125 Administration:**
 - \$215,348 in funding to support 4-5 years of SRTA staff administration.

Future Projects – Two projects are proposed for future programming of unused funds, pending further development of other efforts:

- **Operations and Maintenance of Salmon Runner Busses:** Funding to support future Salmon Runner operations should services between Redding and Sacramento be supported, pending update to demand study.
- **RABA Property Improvements and Reconfiguration for Hydrogen Station:** Possible future support to RABA for property improvements pending studies and impact of transitioning current fleet to zero emission vehicles.

SRTA Responsibilities – SRTA is responsible for overseeing the administration of the SB 125 funds in the Shasta Region. These duties include coordinating funding requests from eligible agencies, distributing funds, managing projects, submitting allocation packages and financial plans, preparing a long-term capital program, tracking and reporting monthly transit data on SRTA’s website, and submitting annual reports on project progress, expenses, and remaining funds.

SRTA-RABA Interagency Agreement – SRTA received over \$9 million in funding towards a hydrogen fuel cell station. Staff worked with Caltrans, FTA, and RABA on a work plan to develop the station, which anticipates the design, construction, and operation of a hydrogen fueling station at RABA’s maintenance facility. This would support intercity public transportation as well as RABA and SRTA’s zero emission transition plans for regional public transit services, including future hydrogen fuel cell buses.

The funding must be obligated by September 30, 2024. Since SRTA does not have agreements with FHWA or FTA to construct projects, an eligible implanting agency is needed. RABA has been identified as eligible to receive the funds to construct the project. An interagency agreement between SRTA and RABA has been drafted to identify roles and responsibilities of each agency during the project and so that SRTA can request Caltrans to transfer the funds to RABA. This agreement is pending review and approval by the RABA board of directors on December 18, 2023.

ALTERNATIVES:

The board of directors may choose to add, remove, or modify proposed projects or suggest changes to the funding allocations consistent with SB 125 guidelines. Modifications to the SB 125 project list may reduce the number of projects submitted with the initial allocation package, necessitate consultation with RABA and DHCL staff, and/or require review and approval by the board of directors at a future meeting. Changes to the funding allocations may still allow projects to be submitted with the initial package.

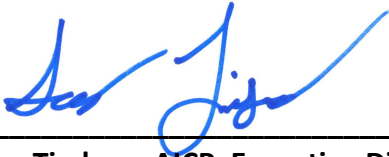
The board of directors may request changes to the interagency agreement with RABA or may choose not to execute an interagency agreement. Depending on the nature of changes requested, this could delay signing of the agreement which may impact the ability to obligate funds by September 30, 2024. Choosing to not execute the agreement would likely result in the project not moving forward at all and returning funds to the state, which would be given to another region. Staff would need to identify other funds to support regional efforts to transition vehicles to hydrogen fuel in the future.

OTHER AGENCY INVOLVEMENT:

CalSTA administers the statewide SB 125 program, confirms that regional agency’s short-range and long-range capital programs meet SB 125 eligibility requirements, and distributes funds to RTPAs. RABA and DHCL staff collaborated on the initial package of projects and provided data to support the request. The Technical Advisory Committee met on November 30, 2023, to receive an update on the process and initial proposed projects.

FISCAL IMPACT:

Of the regional allocation totaling \$21,534,813, the initial allocation package proposes to program the full amount of ZETCP funds (\$2,664,944), all of FY 2023/24 TIRCP funds (\$8,489,607) and \$6,350,554 in FY 2024/25 TIRCP funds. This results in a balance of \$4,029,657 in unallocated TIRCP funds for future programming. SRTA can receive funds for approved projects in advance and must keep funds in dedicated bank accounts and track interest earnings, which can be spent on approved projects.



Sean Tiedgen, AICP, Executive Director

Attachments:

A: CalSTA 2023 SB 125 Guidelines, available online:

<https://calsta.ca.gov/-/media/calsta-media/documents/sb125-final-guidelines-a11y.pdf>

B: SRTA-RABA Interagency Agreement

**INTERAGENCY AGREEMENT
BY AND BETWEEN THE
SHASTA REGIONAL TRANSPORTATION AGENCY AND
REDDING AREA BUS AUTHORITY**

**FOR THE PURPOSE OF JOINTLY DEVELOPING AND BUILDING A
HYDROGEN STATION ON PROPERTY OWNED BY THE REDDING
AREA BUS AUTHORITY**

This Interagency Agreement, hereinafter referred to as "Agreement," is made and entered into between **SHASTA REGIONAL TRANSPORTATION AGENCY**, the Regional Transportation Planning Agency and Metropolitan Planning Organization for Shasta County, hereinafter referred to as "SRTA," and **REDDING AREA BUS AUTHORITY**, a joint powers agency, hereinafter referred to as "RABA". SRTA and RABA are hereinafter referred to collectively as the "Parties" or "Party," effective the last date of signature on the final page.

WITNESSES THAT:

WHEREAS, RABA is a public transportation operator that provides services in Shasta County, and is eligible to apply for and receive State, Federal Transit Administration (FTA) and/or Federal Highway Administration (FHWA) transit funding for capital, operating and planning assistance for the delivery of public mass transportation; and

WHEREAS, SRTA is the Regional Transportation Planning Agency and the Metropolitan Planning Organization (MPO) for Shasta County region, directed by a duly comprised board of directors of elected officials responsible for carrying out federal guidelines, regulations, and statutes for planning and coordination; and

WHEREAS, SRTA and RABA, in conjunction with the Shasta County Department of Public Works, executed a Memorandum of Understanding (MOU) for the purpose of coordination of ongoing transit planning and programming of state/federal funds that support the ongoing and future development of transit services in the Redding urbanized area and the Shasta County Region on July 17, 2018; and,

WHEREAS, SRTA has received Federal Highway Administration (FHWA) Carbon Reduction Program funding in the amount of \$9,058,500 for the purpose of developing and installing a hydrogen fueling station, supporting infrastructure, and to purchase fuel to support SRTA's North State Intercity Bus System: Phase 2.5, Hydrogen Fueling Infrastructure efforts as well as complimentary services such as regional public transportation, pilot local government hydrogen fleet projects, and other regional needs; and,

WHEREAS, SRTA does not have the necessary agreements in place to conduct public works projects funded with FHWA or FTA grant funds, while RABA has existing agreements with FTA to carry out FTA-funded public works projects; and,

WHEREAS, RABA owns property that has the capacity to store future hydrogen fuel cell vehicles and the potential space to install a hydrogen fueling station, commonly known as the "Project" for the purposes of supporting public transportation services, and other complimentary uses, including efforts that support RABA's plans to transition public transportation fleets to zero-emission vehicles, including hydrogen fuel cell vehicles; and,

WHEREAS, SRTA requests RABA assistance in providing federal grant administration and technical assistance services, and collaboration in procuring, designing, installing, and operating a hydrogen fuel station for public transportation purposes, and other approved uses as authorized by FTA as set forth in Exhibit "A," attached

hereto and incorporated herein; including compliance with applicable FTA requirements in the following Exhibits B, C, and D attached hereto and incorporated herein:

1. FTA Master Agreement, as amended (Exhibit B)
2. FTA Certifications and Assurances, as amended (Exhibit C)
3. FTA Section 5307 Grant Circular, as amended (Exhibit D); and

WHEREAS, the Parties see the mutual benefit of and will work cooperatively to construct and operate a hydrogen fueling station to benefit public transportation services.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. **AGREEMENT PURPOSE AND INTENT:** The purpose and intent of this Agreement is to:
 - A. Set forth the basic structure for the Parties in cooperative planning and decision-making for the Project as outlined in Exhibit "A;" and the timeline as outline in Exhibit "E", attached hereto and incorporated herein;
 - B. Foster a cooperative and mutually beneficial working relationship for the provision of developing, designing, installing, operating, and maintaining a hydrogen fuel station for the Shasta Region;
 - C. Identify the roles and responsibilities of SRTA and RABA throughout the Project and after completion;
 - D. Ensure that FTA funds are managed in compliance with federal requirements
 - E. Ensure that state funds are managed in compliance with State requirements; and
 - F. Transition the Project from programming, planning and construction to operations.
2. **TERM OF CONTRACT:** The term of this Agreement shall begin upon signing of the Agreement by the Parties and shall continue until June 30, 2030, or until the scope of the Project is completed. This Agreement may be extended by mutual agreement of SRTA and RABA. The Agreement may be amended by SRTA Executive Director or designee and RABA Executive Officer or designee as long as there is no financial impacts. Any financial impacts shall require approval by the Parties Boards of Directors.
3. **RESPONSIBILTIES OF RABA:**
 - A. RABA will provide SRTA with access to information, data, reports, records, maps and other such information which are in the possession of or readily available to RABA, for the purposes of carrying out the scope of work under this Agreement. However, RABA's proprietary information or otherwise confidential or privileged materials shall not be provided to SRTA, unless authorized by RABA's General Counsel in accordance with California state law.
 - B. RABA will oversee the administration and reporting of all federal, state, or local formula or competitive funds awarded, or transferred, to RABA for implementation of the Agreement scope of work. This includes Federal Transit Administration (FTA) funding flexed from FHWA, as authorized by SRTA, or other federal, state, or local funds provided to RABA to match the federal funds provided.
 - C. Upon the completion of the Project, RABA shall hold title, own and operate the hydrogen station and the Parties agree to develop an "Operating Agreement" in the future which will identify all operational aspects of the station.
 - D. RABA will provide SRTA all necessary data, reports, invoices, maps, or other information necessary to support grant administration, reporting, invoicing, and/or other activities in which SRTA is responsible for managing on behalf of the Parties.
 - E. RABA agrees to comply with all reasonable requests of SRTA and provide access to all records, documents, and/or equipment reasonably necessary to the performance of SRTA's duties under this Agreement.
4. **RESPONSIBILITIES OF SRTA:**
 - A. SRTA will provide RABA with access to information, data, reports, records, maps and other such

information which are in the possession of or readily available to SRTA, for the purposes of carrying out the scope of work under this Agreement. However, SRTA's proprietary information or otherwise confidential or privileged materials shall not be provided to RABA, unless authorized by SRTA's legal counsel General Counsel in accordance with California state law

- B. SRTA will oversee the administration and reporting of all federal, state, or local formula or competitive funds awarded, or transferred, to SRTA for implementation of the Agreement scope of work. This includes Senate Bill 125 (SB 125) Transit and Intercity Rail Capital Program (TIRCP) and Zero-Emission Transit Capital Program (ZETCP) funds, or other federal, state, or local funds provided.
- C. SRTA will provide RABA all necessary data, reports, invoices, maps, or other information necessary to support grant administration, reporting, invoicing, and/or other activities in which RABA is responsible for managing on behalf of the Parties.
- D. SRTA agrees to comply with all reasonable requests of RABA and provide access to all records, documents, and/or equipment reasonably necessary to the performance of RABA's duties under this Agreement.

5. **OBLIGATIONS OF THE PARTIES; SCOPE OF SERVICES:** The Parties shall perform the grant administration and technical assistant services ("Scope of Services") described in Exhibit "A," and at such place or places as may be necessary and/or appropriate to complete the Scope of Services. The Parties agree during the term of this Agreement to perform such work and devote its best efforts, attention, skills and energies as necessary to complete the work required by the Scope of Services, set forth in Exhibit "A".

6. **COMPENSATION:** SRTA agrees to facilitate the flex of its award in the amount of \$9,058,500 from Federal Highway Administration to Federal Transit Administration so that RABA can apply and seek award of such amount as an FTA Section 5307 Urbanized Area Formula Grant. Upon FTA approval of the grant, RABA shall charge all eligible expenses related to the Project towards this grant, including administrative staff time based on the Parties existing staff hourly rate, including all direct and allowable indirect costs. The Parties in advance of RABA filing the grant with FTA will work together to jointly prepare the necessary Project components scopes of work and staffing budgets to capture eligible staff activities and costs, including future increases, if applicable.

SRTA agrees to provide the associated local match from SB125 or other State or local funding sources identified by SRTA as required for this Project to RABA upon execution of the grant with the FTA within 30 calendar days. RABA shall store the local funds in an interest bearing account and use the local funds provided by SRTA solely for the purposes of delivering the deliverables of this Project. RABA may commingle these funds in such account as long as RABA has a generally acceptable accounting approach towards tracking the use of the local funds associated with this project.

The detailed Project Budget is included as "Exhibit F" which will be incorporated by RABA into a future FTA grant.

7. **REQUEST FOR REIMBURSEMENT:** SRTA may request receipt of payment for eligible services, work tasks, and deliverables received under this Agreement on a reimbursement basis, in arrears, and only for actual eligible costs, as follows:
- A. Invoices shall meet all the requirements of this Agreement and be itemized in a manner consistent with Exhibit "A."
 - B. Appropriate backup documentation to support all costs to be reimbursed shall be included. Appropriate documents may include, but are not limited to, classifications of employees performing work, hourly rates, and identification of work to be reimbursed for the payment period.
 - C. Incomplete or disputed invoices shall be returned to SRTA unpaid for correction. Corrected invoices must be resubmitted to RABA prior to the payment of the invoice.
 - D. Upon RABA's review and acceptance of an undisputed invoice, RABA agree to reimburse SRTA

for eligible costs, , within 30 calendar-days.

8. **ADMINISTRATION OF AGREEMENT:** The Executive Director of SRTA and the Executive Officer or designee of RABA are the primary individuals responsible for ensuring compliance with the provisions specified in this Agreement and are able to bind the respective parties in all aspects of this Agreement.
9. **PROJECT MANAGEMENT FOR THIS AGREEMENT:** For RABA., the Project Manager shall be the Transit Manager or designee. For SRTA, the Project Manager shall be XXXXXX or designee. Should the Project Manager change, the party making the change shall inform the respective party as soon as reasonably practicable.
10. **CONFIDENTIALITY:** In connection with the Parties' activities under this Agreement, each Party may be given access to certain proprietary or confidential information. Each Party agrees to preserve in strict confidence all such information except as authorized by duly authorized representatives of RABA or SRTA or as required by law.
11. **INDEMNIFICATION AND LIMITED LIABILITY, RABA:** RABA will not be liable to SRTA, or to anyone who may claim any right due to a relationship with SRTA, for any acts or omissions in SRTA's performance under the terms of this Agreement or on the part of the employees or agents of SRTA unless such acts or omissions are due to the willful misconduct or gross negligence of RABA. SRTA will indemnify and hold RABA free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from, growing out of, or in any way connected with the services rendered by SRTA to RABA under the terms of this Agreement, unless RABA is judged by a court of competent jurisdiction to be guilty of willful misconduct and/or gross negligence.
12. **INDEMNIFICATION AND LIMITED LIABILITY, SRTA:** SRTA will not be liable to the RABA, or to anyone who may claim any right due to a relationship with the RABA, for any acts or omissions in the RABA's performance under the terms of this Agreement or on the part of the employees or agents of the RABA unless such acts or omissions are due to the willful misconduct or gross negligence of SRTA. The RABA will indemnify and hold SRTA free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from, growing out of, or in any way connected with the services rendered by the RABA to SRTA under the terms of this Agreement, unless SRTA is judged by a court of competent jurisdiction to be guilty of willful misconduct and/or gross negligence.
13. **TERMINATION OF AGREEMENT:** This Agreement shall terminate upon any of the following events:
 - A. Expiration of Stated Term: This Agreement shall terminate and end upon completion of the work as set forth in Exhibit "A", attached hereto and incorporated herein.
 - B. Termination due to Loss of Funding – This Agreement may be terminated immediately upon oral and/or written notice should funding cease, or be materially decreased, during the term of this Agreement.
 - C. Termination for Default: Should either party to this Agreement default in the performance of its duties and/or obligations under this Agreement or materially breach any of its provisions, the non-defaulting party may, at its option, terminate this Agreement by giving the defaulting party at least fourteen (14) calendar days prior written notification.
 - D. Should termination of this Agreement occur, RABA and SRTA agree to work together to wind-down the Project, including transfer of any grants, titles and related materials that are in RABA's name to an entity designated by SRTA to continue to management of the grants, equipment or assets related to the Agreement.

14. **AGREEMENT AMENDMENTS:**

- A. This Agreement may be amended by written consent of both Parties. Amendments must be approved by the SRTA and RABA Board of Directors, unless such Boards have delegated authority to their respective Executive Director or Executive Officer.
- B. The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.

15. **NOTICE:** Any formal notice with regard to this Agreement shall be in writing and either personally delivered, either in person or by email, or sent by First Class U.S. Mail, postage prepaid, addressed or emails follows:

SRTA:

Executive Director
Shasta Regional Transportation Agency
1255 East Street, Suite 202
Redding, CA 96001
Email: srta@srta.ca.gov

RABA:

Transit Manager
Redding Area Bus Authority
777 Cypress Avenue
Redding, CA 96001
Email: raba@cityofredding.org

16. **RECORDS:** In addition to all other records required to be produced or maintained pursuant to this Agreement, Parties shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to each respective Party.
- A. RABA shall maintain all documents and records, which demonstrate performance under this Agreement. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit by the SRTA Attorney, SRTA Executive Director, or a designated representative of either of these officers.
 - B. SRTA shall maintain all documents and records, which demonstrate performance under this Agreement. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit by the RABA Attorney, RABA Executive Officer, or a designated representative of either of these officers.
 - C. The Parties agree that each Party, the Comptroller General of the United States, State of California or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work materials, payrolls and other data and records with regard to the Project, and to audit the books, records and accounts with regard to the Project.
 - D. All such records that the Parties are required to maintain shall be maintained for a minimum period of three (3) years, or for any longer period as may be required by law, from the date of final payment under this Agreement. Each Parties' designated representative, shall have the right to inspect and/or copy said documents at each Parties' offices at any time upon prior reasonable notice to said Party.

Agreement Authorization:

By our signature below, we certify that the respective Board of Directors have authorized entering into this Agreement on behalf of each agency, effective the last date of signature to this document.

SRTA:

Date Executed: _____

Shasta Regional Transportation Agency (SRTA)

By: _____

Attest:

Sean Tiedgen, Executive Director

Approved as to Form:

John Kenny
SRTA Legal Counsel

RABA:

Date Executed: _____

Redding Area Bus Authority (RABA)

By _____

Attest:

Sharlene Tipton, RABA Clerk

Approved as to Form:

RABA General Counsel

EXHIBIT A – Scope of Work

The Redding Area Bus Authority and Shasta Regional Transportation Agency will jointly work together on the following tasks toward the development of a hydrogen fueling station and supporting infrastructure for public transportation services, and other uses as approved by FTA:

A. ADMINISTRATION:

1. RABA will administer all of the Project funds awarded or transferred to RABA, including FHWA funds flexed to FTA, as authorized by SRTA or other federal or state funds.
2. SRTA will administer all project funds awarded or transferred to SRTA, including SB 125 or other federal or state funds.
3. RABA and SRTA will jointly develop all necessary requests for proposals, requests for quotes, or bids for the Project; evaluate and score all submitted proposals; reach consensus on recommended awards; and assist with development of staff reports for each Parties' respective board of directors whichever is tasked with final decision-making. RABA under its Procurement Policy shall be responsible for executing any procurement awards related to this Project in accordance with FTA Circular 4220 1.F as amended and RABA's Procurement Manual.
4. RABA will acquire a consultant to act as the Project Manager of this project in consultation with SRTA, will act as primary contact with consultant, and be the lead for consultant management on behalf of RABA and SRTA. RABA and SRTA shall issue a joint request for proposal to seek a consultant whom will provide guidance to RABA and SRTA in the delivery of the Project. RABA and SRTA will develop an appropriate internal project management schedule to oversee various work activities, jointly agree on necessary actions, and to discuss necessary direction to the consultant.

B. PHASE 1 – Preliminary Design and Environmental; Programming

1. RABA will acquire a consultant to assist with initial environmental assessment of RABA's maintenance property related to the potential future installation of a hydrogen station.
2. RABA and SRTA will work together to prepare all information necessary by FTA and Caltrans for the programming, obligation, and request to flex the Carbon Reduction Program funds awarded to SRTA as FTA funds to RABA.
3. SRTA will conduct all necessary programming activities in accordance with applicable federal and state funding requirements. RABA will assist SRTA in providing all necessary information to program applicable funds.

C. PHASE 2 – Final Design and Environmental; Project Station and Infrastructure Construction

1. RABA and SRTA will work together to acquire consultant(s) or contractor (s) to complete the design, environmental and construction of a hydrogen fueling station at RABA's maintenance facility. The consultant (s) or contractor (s) shall be procured as defined in Section A.3 of this Exhibit.
2. If applicable, RABA will acquire consultant(s) or contractor (s) for the supply of hydrogen fuel for the station.

D. PHASE 3 – Post Construction Station Operations and Maintenance

1. At completion of construction, RABA will own and operate either directly or by contract, the hydrogen station operations and be response for the maintenance responsibilities and the Parties agree to develop an Operations Agreement in the future.
2. SRTA agrees through the Transportation Development Act (TDA) claim process to provide appropriate funding through the State Transit Assistance (STA) to fund the operational and maintenance costs of the station. RABA agrees on an annual basis to provide SRTA the anticipated operational and maintenance costs of the station, outside of its normal allocation of STA funding needed to operate and maintain RABA.
3. RABA, SRTA and other parties authorized to use the hydrogen station shall budget the appropriate amounts for purchasing hydrogen fuel from station and including such expenditure as part of its normal operational budgets

Exhibit B – FTA Master Agreement

The FTA Master Agreement, as amended can be accessed here:

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>

DRAFT

Exhibit C – FTA Certifications and Assurances

[To be attached]

DRAFT

Exhibit D – FTA Circular 9030 1.E

The FTA Circular 9030 1.E. as amended can be accessed here:

<https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/urbanized-area-formula-program-program-guidance-and>

DRAFT

Exhibit E – Project Schedule

[To be attached from:

<https://docs.google.com/spreadsheets/d/1YHmPXbCOfvPu0hz6t1VksE49XJicXa6czIIYKj3-muo/edit?usp=sharing>]

DRAFT

Exhibit F – Project Budget

Grant Program	Grant Amount	Minimum Local Match		Total Project Cost
		Transit Capital (11.47%)	Transit Operating (20%)	
Carbon Reduction Program (Flex to FTA 5307 or 5339)	\$9,058,500.00	\$1,173,624.70		\$10,232,124.70
Sliding Scale Rate for Transit Operating (FTA 5311) Grants (62.5 % of the capital rate)			\$0.00	\$0.00
Running Total				\$10,232,124.70

Project Activity Line Items for FTA Budget

[To be added]

DRAFT