

STAFF REPORT



MEETING DATE:	September 26, 2024
SUBJECT:	Authorize the Executive Director to Execute Sub-Recipient Cooperative Agreements with Redding Area Bus Authority (RABA) and Dignity Health Connected Living (DHCL) for Distribution of Senate Bill 125 Transit Capital, Operating, and Planning Funds
AGENDA ITEM:	7-9
STAFF CONTACT:	Laurent Beauregard, Assistant Transportation Planner

STAFF RECOMMENDATION:

It is recommended that the board of directors:

1. Authorize the executive director to execute a Sub-Recipient Cooperative Agreement (SCA) between RABA and SRTA for the distribution of Senate Bill (SB) 125 funds;
2. Authorize the executive director to execute a Sub-Recipient Cooperative Agreement (SCA) between DHCL and SRTA for the distribution of Senate Bill (SB) 125 funds; and
3. Authorize the executive director to make administrative amendments as appropriate.

DISCUSSION:

At the December 14, 2023, SRTA Board of Directors meeting, staff received approval to submit an SB 125 short-term initial allocation package to the California State Transportation Agency (Attachment A). Providing \$21.5 million of transit funding, the SB 125 program requires that SRTA submit an annual report, documenting the activities and progress made toward implementation of the projects and operating expenditures, which includes total SB 125 expenditures to date and remaining funds. A draft SCA (Attachment B) details how funds will be allocated, managed, and reported by sub-recipients per SB 125 guidelines.

ALTERNATIVES:

The board of directors may request additional information and continue this item to the next board meeting.

FISCAL IMPACT:

The SCAs will allow for the distribution of over \$21.5 million in SB 125 funds towards transit related projects in our region. SRTA staff time to administer the program is included in project costs.

A handwritten signature in blue ink, appearing to read "Jennifer Pollom", is written over a horizontal line.

Jennifer Pollom, AICP, Senior Transportation Planner

Attachments:

- A:** History of Board Related Items
- B:** Sub-Recipient Cooperative Agreements (draft)

SENATE BILL 125 (SB 125)

HISTORY OF RELATED SRTA BOARD OF DIRECTORS AGENDA ITEMS

Full staff reports are provided via hyperlink.

2023

MEETING ON DECEMBER 14, 2023, [AGENDA ITEM #12](#)

APPROVE SENATE BILL (SB) 125 SHORT-TERM CAPITAL PROGRAM AND SRTA-RABA INTERAGENCY AGREEMENT

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.

In FY 23/24, the Shasta Region was allocated \$21,534,813. After consulting with the Redding Area Bus Authority (RABA), and Dignity Health Connected Living, SRTA submitted the following projects for funding by the deadline on December 31, 2023:

- Regional Ridership Retainage and Growth (\$4,675,000);
- RABA Technology Enhancements (\$1,435,000);
- CTSA Coordination (\$500,000);
- RABA Micro Transit Operations (\$1.8M);
- Zero-Emission Vehicle Replacements (\$4,700,200);
- North State Intercity Passenger Transit System (\$2,050,000);
- Expansion of Cycle 3 TIRCP for North State Intercity Bus to Rail (\$2,129,607); and

- SRTA SB 125 Administration (\$215,348)

By motion made and seconded (Watkins/Audette) and passed unanimously, the board of directors took the following actions:

- Staff recommendation Nos. 1, 2, and 3 were approved minus the \$2,129,607 for the "Expansion of Cycle 3 TIRCP for North State Intercity Bus to Rail" project, therefore, only \$15,375,548 in SB 125 funding allocations were approved, leaving \$6,159,265 for allocation at a future date; and
- Staff recommendation No. 4 was pulled for more information and continued to a future meeting.

2024

MEETING ON SEPTEMBER 26, 2024, AGENDA ITEM #7-9

AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE SUB-RECIPIENT COOPERATIVE AGREEMENTS WITH REDDING AREA BUS AUTHORITY (RABA) AND DIGNITY HEALTH CONNECTED LIVING (DHCL) FOR DISTRIBUTION OF SENATE BILL 125 TRANSIT CAPITAL, OPERATING, AND PLANNING FUNDS

It is recommended that the board of directors:

1. Authorize the executive director to execute a Sub-Recipient Cooperative Agreement (SCA) between RABA and SRTA for the distribution of Senate Bill (SB) 125 funds;
2. Authorize the executive director to execute a Sub-Recipient Cooperative Agreement (SCA) between DHCL and SRTA for the distribution of Senate Bill (SB) 125 funds; and
3. Authorize the executive director to make minor administrative amendments as appropriate.

Pending results of the SRTA BOD meeting on September 26, 2024

DRAFT

SUB-RECIPIENT COOPERATIVE AGREEMENT
between
SHASTA REGIONAL TRANSPORTATION AGENCY
and
AGENCY NAME

THIS AGREEMENT is entered into effective on the date of the last signature between **AGENCY NAME** (hereinafter referred to as Sub-recipient) and the Shasta Regional Transportation Agency (hereinafter referred to as SRTA).

RECITALS

WHEREAS, the Sub-recipient is a sub-recipient of Senate Bill (SB) 125 Program funds, passed through SRTA, which receives these funds from the California State Transportation Agency (CalSTA). This agreement sets forth the terms and conditions under which these funds are to be expended by SRTA 's sub-recipients in accordance with CalSTA's SB 125 Guidelines.

WHEREAS, SRTA and the Sub-recipient intend to cooperate to ensure the timely and eligible use of the SB 125 Funds for projects and maintain compliance with applicable federal and state laws; and

WHEREAS, SRTA and the Sub-recipient intend to cooperate to ensure continual satisfactory compliance with applicable federal and state laws and provisions for fund use; and

WHEREAS, SRTA and the Sub-recipient intend to ensure their respective cost accounting systems meet federal and state requirements; and

WHEREAS, SRTA and the Sub-recipient intend to improve accountability of persons carrying out the duties prescribed in this AGREEMENT, reduce delays associated with the billing process, and provide a defensible audit trail for fund use.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Agreement with the Sub-Recipient and Amendments
 - a. This AGREEMENT constitutes an arrangement between the Sub-recipient and SRTA until such time that SB 125 program funds are fully expended or either party terminates the AGREEMENT, whichever is sooner.
 - b. This AGREEMENT includes Appendices: "Sub-recipient Budget" (Appendix A), "Sample Sub-recipient Invoice" (Appendix B), and SRTA DBE Language Requirements (Appendix C), attached hereto and incorporated herein by reference.

- c. SRTA's maximum payment obligation to the Sub-recipient is limited to those funds identified in Appendix A.
- d. Billable project work may commence prior to this fully signed AGREEMENT and corresponding notice to proceed as long as the work is consistent with the projects included in the SB 125 initial allocation package approved by SRTA and CalSTA, and are consistent with SB 125 guidelines.

2. Scope of Sub-Recipient Responsibilities

- a. The Sub-recipient shall be responsible for the complete performance of the projects.
- b. In accordance with Title 49, CFR, Part 18, Sections 18.36 and 37 and state laws and procedures, Sub-recipient contracts for applicable projects must be competitively bid and awarded in accordance with Title 49, CFR, Part 18, Section 18.37 and consistent with Local Assistance Procedure Manual, Ch. 10 or successors thereto.
- c. SRTA shall not be obligated to make payments to the Sub-recipient until the Sub-recipient has provided a sufficient invoice consistent with SB 125 guidelines, with the requisite billing detail, in order for the invoice to be processed.
- d. Sub-recipient shall maintain an oversight structure and process at its governing board level. This oversight may be in the form of an existing or new committee, such as a Budget and Personnel Committee, Audit Committee or Finance Committee to oversee compliance with the applicable federal and state regulations cited herein.
- e. Sub-recipient shall expend funds only for projects that have received prior project approval from SRTA and CalSTA.
- f. Sub-recipient shall include acknowledgment on project reports, documents, outreach materials (including print, electronic, and social media), and any other applicable materials that projects are funded in part or in whole by SB 125 funds.

3. Personnel

Personnel hired by the Sub-recipient to perform the SB 125 projects shall be hired consistent with Sections 9, 10, 11, 12, 13, and 14 of this AGREEMENT.

4. Time of Performance

Services shall begin upon issuance of a Notice to Proceed by SRTA and shall continue until completion. The Notice to Proceed will be issued after full execution of this Agreement.

5. Invoices and Progress Reports

- a. The Sub-recipient may incur only eligible expenses up to the amount in Appendix A, which may be regularly amended. Said costs shall comply with Sections 9 and 10 of this AGREEMENT. The Sub-recipient shall submit to SRTA, not more frequently than every month, but at least quarterly (not later than thirty (30) days after the close of each quarter), each requisition for payment (invoice) accompanied by both project work performed receipts and a narrative progress report. Appendix B provides an example layout; more detail may be required at SRTA's request.
- b. The Sub-recipient shall submit the following relative to an Invoice:
 - i. An invoice with supporting documentation (including receipts for purchases of items \$500.00 or greater), including but not limited to reports from the accounting system that support the costs claimed, including payroll disbursements;
 - ii. A progress report that describes progress toward completion of tasks, projects, and products, and conformance with project schedules; and
 - iii. Upon request of SRTA, additional information or documentation to support the costs contained in the invoice.
- c. Close-out invoices and supporting documentation for each project shall be received by SRTA at the appropriate time consistent with SB 125 guidelines. Any close-out reports or supporting documentation must be submitted such that SRTA has sufficient time to compile and report, as needed, to CalSTA.
- d. Payment is contingent upon receipt of all necessary documentation and SRTA's determination of compliance with standards. Sub-recipient invoices shall be reviewed and submitted for payment by SRTA within thirty (30) days of receipt based on complete and accurate invoices. Delays or non-receipt of SRTA funds may be passed on to the Sub-recipient by SRTA if reimbursement is not timely and/or does not occur.
- e. Deadlines described in Sections 5a may be waived if mutually agreed to by SRTA and the Sub-recipient, in writing.

6. Cost Principles

- a. Sub-recipient agrees to be bound by and shall require its Consultants and/or Contractors to comply with the following:
 - i. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be used to determine the allowability of individual project cost items; and

ii. The federal administrative procedures in accordance with 49 Code of Federal Regulations, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

- b. Any costs for which the Sub-recipient receives payment or credit that is determined by a subsequent audit or other review by either SRTA, CalSTA, or other state or federal authorities to be unallowable under, but not limited to, 2 CFR Part 200; 48 CFR Chapter 1, Part 31; or 49CFR, Part 18, shall be repaid by Sub-recipient within thirty (30) days of the Sub-recipient receiving notice of audit findings.
- c. All costs charged to this AGREEMENT by the Sub-recipient shall be supported by properly executed payrolls showing labor (wage) rates per hour, time records, and invoices and vouchers evidencing in proper detail the nature of the charges. These costs shall comply with the cost principles cited above in paragraph 6a of this AGREEMENT.
- d. The Sub-recipient agrees to furnish documentation to SRTA to support this requirement that its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

7. Summary Narrative of Projects

- a. The Sub-recipient shall provide a summary narrative of each project and their activities prior per SB 125 guidelines to close-out of the AGREEMENT.
- b. SRTA shall be free to copyright material developed under this AGREEMENT. The applicable federal and/or state funding agency may reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, project products funded under this AGREEMENT for government purpose.

8. Records Retention and Audits

- a. The Sub-recipient shall maintain, and shall require that its Contractor maintain, all source documents, books, and records connected with their performance of projects initiated under this AGREEMENT for a minimum of three (3) years from the date of final payment to Sub-recipient, or until CalSTA audit resolution is achieved, whichever is later, and shall make all supporting information available for inspection and audit by representatives of SRTA, the state, the Bureau of State Audits, or the federal government upon request. Copies will be made and furnished to SRTA upon request, at no cost to SRTA.
- b. The Sub-recipient shall establish and maintain, and shall require that its Contractor establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles

(GAAP) to support Invoices which segregate and accumulate the costs of projects by line item (i.e. direct labor, other direct costs, subcontractors, etc.) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

- c. The Sub-recipient agrees to include all costs associated with this AGREEMENT and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by the Sub-recipient in compliance with Office of Management and Budget Circular A- 133.
- d. For the purpose of determining compliance with Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7, Sub-recipient and its contractors shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various contracts and/or agreements. All of the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the entire period of the contract duration and for three (3) years from the date of final payment to Consultant or until audit resolution is, whichever is later. The State, the California State Auditor, or any duly authorized representative of the State or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts and/or agreements for audits, examinations, excerpts, and transactions, and Consultant and its subconsultants shall furnish copies thereof if requested.
- e. Neither the pendency of a dispute nor its consideration by SRTA, CalSTA, or the state will excuse the Sub-recipient from full and timely performance in accordance with the terms of this AGREEMENT.
- f. The Sub-recipient agrees to furnish documentation to SRTA to support this requirement that its Agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

9. Certifications and Assurances

- a. The Sub-recipient shall adhere to the requirements contained in SRTA's annual Certification and Assurances (Federal Highway Administration (FHWA) and Federal Transit Agency (FTA) "Metropolitan Transportation Planning Process Self-Certification") submitted as part of SRTA's annual Overall Work Program (OWP), pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This

Certification shall be published annually in SRTA'S OWP. Such requirements shall apply to the Sub-recipient to the same extent as SRTA and may include, but are not limited to:

- i. 23 U.S.C. 134, 49 U.S.C. 5303, and subpart C of 23 CFR part 450;
 - ii. In nonattainment and maintenance areas, sections 174 and 176(c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506(c) and (d)) and 40 CFR part 93;
 - iii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21;
 - iv. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
 - v. Section 1101(b) of the FAST Act (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in United States Department of Transportation (USDOT) funded projects;
 - vi. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
 - vii. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
 - viii. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
 - ix. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
 - x. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- b. The Sub-recipient shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance Program," including "Certifications and Assurances Required of Each Applicant," the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; and the "Procurement and Procurement Systems"; published annually in

SRTA'S OWP and found online at http://www.fta.dot.gov/grants/12825_93.html. Such assurances shall apply to the Sub-recipient to the same extent as SRTA, including but not limited to the following areas:

- i. Authority of Applicant and its Representatives;
 - ii. Standard Assurances;
 - iii. Intergovernmental Review Assurance;
 - iv. Suspension and Debarment Certification;
 - v. U.S. OMB Assurances in SF-424B and SF-424D.
- c. The Sub-recipient shall additionally comply with Federal and State Lobbying Activities Certification:
- i. By signing this AGREEMENT, the Sub-recipient certifies, to the best of its knowledge and belief, that no state or federal funds have been paid or will be paid, by or on behalf of the Sub-recipient, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than state or federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Sub-recipient shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions.
 - iii. This certification is a material representation of fact, upon which reliance was placed when this AGREEMENT was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. and by the Master Fund Transfer Agreement between SRTA and Caltrans or, alternatively, the grant agreement with the respective funding entity. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000 and more than \$100,000 for each such failure.

- d. The Sub-recipient shall further require its Contractor(s) to comply with these Certifications. The Sub-recipient agrees to furnish documentation to SRTA to support this requirement that all of its agreements with a Contractor contain provisions requiring adherence to this Section in its entirety.

10. Equal Employment Opportunity/Nondiscrimination

- a. In the performance of project work undertaken pursuant to this AGREEMENT, the Sub-recipient for itself, its assignees, and successors in interest, shall affirmatively require that its employees and Contractor shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave.
- b. The Sub-recipient shall ensure that the evaluation and treatment of their employees and applicants for employment, as well as their contractors, are free from such discrimination and harassment. The Sub-recipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this AGREEMENT by reference and made a part hereof as set forth in full. The Sub-recipient shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.
- c. In the event of the Sub-recipient's noncompliance with the nondiscrimination provisions of this AGREEMENT, SRTA shall impose such contract sanctions as it, the DOT, or other applicable funding agency may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the Sub-recipient under this AGREEMENT until the Sub-recipient complies; and/or
 - ii. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- d. Sub-recipient shall permit access to all records of employment, employment advertisements, 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 the State to investigate compliance with this section.

- e. The Sub-recipient shall include the provisions of this Section in every agreement with its contractor(s). The Sub-recipient shall take such action with respect to any such agreement as SRTA, the DOT, or other applicable funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

11. Conflict of Interest

The Sub-recipient and its officers, employees, and agents (including a Contractor) that perform project work under this AGREEMENT shall comply with federal and state conflict of interest laws, regulations and policies, and applicable provisions of SRTA's Conflict of Interest Policy.

12. Independent Contractor

The Sub-recipient and its officers, employees, and agents shall be independent contractors in the performance of this AGREEMENT.

13. Disadvantaged Business Enterprise (DBE)

- a. It is the policy of SRTA, the California Department of Transportation, and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have an equal opportunity to receive and participate in the performance of agreements financed in whole or in part with FHWA/FTA funds provided under this AGREEMENT.
- b. The Sub-recipient, its employees, and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA/FTA funds-assisted contract or in the administration of SRTA's DBE program per the requirements of 49 CFR Part 26. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this AGREEMENT or such other remedy SRTA may deem appropriate.
- c. The Sub-recipient shall, as required by 49 CFR Part 26, include the language in the SRTA DBE Language Requirements (Appendix C) into all contracts funded in whole or in part with funds authorized in this agreement.

14. Disputes

- a. Should either party to this AGREEMENT bring legal action against the other (formal judicial proceeding, mediation or arbitration), the case shall be handled in Shasta County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator, or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

- b. Neither the pendency of a dispute nor its consideration by SRTA, CalSTA, and/or the respective funding agency will excuse the Sub-recipient from full and timely performance in accordance with the terms of this AGREEMENT.

DRAFT

15. Hold Harmless

- a. Sub-recipient shall defend, indemnify and hold SRTA, its officers, agents and employees harmless from and against any and all liability, loss, expense or claims or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sub-recipient, its officers, agents or employees.
- b. SRTA shall defend, indemnify and hold Sub-recipient, its officers, agents and employees harmless from and against any and all liability, loss, expense or claims or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SRTA, its officers, agents or employees.
- c. The Sub-recipient further agrees to reimburse SRTA for claims, demands, costs or liability associated with the incomplete performance of projects associated with this agreement, in the event that the SRTA terminates this AGREEMENT in accordance with Section 17.b. herein.

16. Noncompliance

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

17. Termination of Agreement

- a. Termination for Convenience: Either party may terminate this AGREEMENT at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished project work as described in the AGREEMENT shall be returned to SRTA at its option, and as relevant. The Sub-recipient shall return at the option of SRTA, all equipment, software, or other materials provided to the Sub-recipient under this AGREEMENT. If this AGREEMENT is terminated by SRTA, as provided herein, the Sub-recipient shall be reimbursed for expenses incurred prior to the termination date, in accordance with Section 5 through 7 of this AGREEMENT.
- b. Termination for Cause: If through any cause, the Sub-recipient shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the Sub-recipient violates any of the covenants, agreements, or stipulations of this AGREEMENT, SRTA shall thereupon have the right to terminate the AGREEMENT by giving not less than ten (10) calendar days written notice to the Sub-recipient of the intent to terminate and specifying the effective date thereof. SRTA shall provide a reasonable opportunity for the Sub-recipient to cure prior to termination. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, maps,

models, photographs, reports or other materials prepared by the Sub-recipient under this AGREEMENT shall be provided to SRTA. At the option of SRTA, the Sub-recipient shall return all equipment, software, or other materials provided to the Sub-recipient under this AGREEMENT. The Sub-recipient shall be entitled to receive compensation for all project work satisfactorily completed, in SRTA's judgment, prior to the effective date of termination.

- c. Termination for Fiscal Funding: Sub-recipient may terminate this AGREEMENT immediately upon email or other written notice should funding cease or be materially decreased during the term of this AGREEMENT. Likewise, SRTA may also terminate this AGREEMENT immediately for the same purpose.

18. Environmental, Resource Conservation, and Energy Requirements

The Sub-recipient recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Projects. The Sub-recipient agrees to adhere to any such federal and state requirements.

19. Notice

Any notice or notices required or permitted to be given pursuant to this AGREEMENT may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

If to SRTA:

Shasta Regional Transportation Agency
Attn: Sean Tiedgen, AICP, Executive Director
1255 East Street, Suite 202
Redding, CA 96001

If to Sub-Recipient:

AGENCY NAME
Attn: CONTACT NAME, TITLE
ADDRESS
CITY, ST ZIP CODE

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the date of the last signature below:

Shasta Regional Transportation Agency:

AGENCY NAME:

Sean Tiedgen, AICP, Executive Director

Duly authorized Sub-recipient signatory

Date: _____

Date: _____

John Kenny, SRTA Legal Counsel

Sub-recipient Legal Counsel

Date: _____

Date: _____

Appendix A Sub-recipient Budget (to be added)

Appendix B Sample Sub-recipient Invoice (to be added)

Appendix C SRTA DBE Language Requirements (to be added)