AGREEMENT
Between the
SHASTA REGIONAL TRANSPORTATION AGENCY
and
SHASTA SENIOR NUTRITION PROGRAMS

THIS AGREEMENT is entered into effective December 9, 2014, between Shasta Senior Nutrition Programs (hereinafter referred to as SSNP) and the Shasta Regional Transportation Agency (hereinafter referred to as SRTA).

RECITALS

WHEREAS, SRTA and SSNP intend to provide transportation and coordination of public transportation services; and

WHEREAS, SRTA and SSNP intend to cooperate to ensure the timely development, adoption and implementation of integrated comprehensive regional plans and policies, as set forth by federal and state requirements; and

WHEREAS, SRTA and SSNP intend to cooperate to ensure continual satisfactory compliance with applicable Transportation Development Act (TDA) regulations; and

WHEREAS, SRTA and SSNP intend to ensure their respective cost accounting systems meet SRTA policies and TDA regulations; and

WHEREAS, SRTA designates SSNP as a Consolidated Transportation Services Agency (CTSA); and

WHEREAS, SRTA and SSNP intend to improve accountability of persons carrying out the duties prescribed in this AGREEMENT.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

1. <u>AGREEMENT with SSNP</u>
   a. This AGREEMENT constitutes an annual arrangement between SRTA and SSNP, and may be amended by mutual written AGREEMENT.
   b. This AGREEMENT includes appendices, "SSNP Scope of Work and Performance Standards" (Appendix A) and "SSNP Compensation" (Appendix B), hereinafter referred to as Appendices A and B, respectively, This AGREEMENT includes, only as applicable, "Special Conditions" (Appendix C) hereinafter referred to as Appendix C. This Appendix

C will be used to outline requirements for other funds not subsumed under TDA regulations under this AGREEMENT.

c. SRTA's maximum payment obligation to SSNP is limited to those funds identified in Appendix B. The maximum obligation shall be determined on an annual basis by the SRTA Board of Directors.

d. This AGREEMENT supersedes the Memorandum of Understanding dated December 16, 2010, between SRTA and SSNP.

2. Scope of SSNP Responsibilities

a. SSNP shall be responsible for the complete performance of the work and performance standards described in Appendix A.

b. SSNP's Executive Director or designee shall coordinate all work described in Appendix A with the SRTA Executive Director or designee. SRTA shall not be obligated to make payments to SSNP until SSNP Project Manager has carried out the responsibilities described herein and in compliance with Sections 6 through 8 of this AGREEMENT.

c. SSNP shall maintain an oversight structure and process at its governing board level. This oversight may be in the form of the existing board or new committee, such as a Budget and Personnel Committee, Audit Committee or Finance Committee to oversee compliance with the applicable TDA regulations cited herein.

3. Personnel

Personnel employed by SSNP to perform the work described in Appendix A shall be employed consistent with Sections 12, 13 and 14 of this AGREEMENT.

4. Time of Performance

The services provided pursuant to this AGREEMENT shall begin upon signing of the AGREEMENT by SRTA and SSNP and shall continue until June 30, 2016.

5. Materials to be Furnished to SSNP

a. SRTA shall provide SSNP with a right to use (without charge by SRTA) information, data, reports, records, and maps which are in the possession of or readily available to SRTA, for the purposes of carrying out work under this AGREEMENT. However, SRTA's proprietary information or otherwise confidential or privileged materials shall not be provided to SSNP, unless authorized by SRTA's legal counsel.

b. At the option of SRTA and if allowable under federal and state grant requirements, SRTA may procure equipment, software, or other materials for use by SSNP, only for purposes

of carrying out work described under this AGREEMENT. SSNP agrees to comply with all license AGREEMENTs for software or other materials procured by SRTA for use by SSNP.

c. All equipment, software, or other materials provided to SSNP under this AGREEMENT shall remain the property of SRTA and shall be returned to SRTA upon project completion or termination.

6. Payment of SSNP Invoices
   a. SSNP will file an annual TDA Article 4.5 claim with SRTA. For ease in administration, SRTA will receive the monthly claim amount from the Shasta County Auditor- Controller and remit funds to SSNP based on SSNP's invoices to SRTA.

   b. Payment is contingent upon receipt by SRTA of the above documentation provided by SSNP, consistent with Sections 7 through 9 of this AGREEMENT. Payment to SSNP is further contingent upon SRTA's determination that the performance of SSNP meets TDA regulations and SRTA standards.

   c. Reimbursement from SRTA shall be made monthly

7. Matching Funds
   a. SSNP will have a goal of a match as specified in Appendix A. The match may consist of additional donations, additional fare box over the 10% goal or other grants that provide CTSA transportation services.

8. Cost Principles
   a. SSNP agrees to be bound by and shall also require its Contractors to comply with the following:

      i. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, shall be used to determine the allow-ability of individual project cost items; and

      ii. The federal administrative procedures in accordance with 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative AGREEMENTs to State and Local Governments".

   b. Any costs for which SSNP receives payment or credit that is determined by a subsequent audit or other review by either SRTA, Caltrans, 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 SSNP within thirty (30) days of SSNP receiving notice of audit findings.

c. All costs charged to this AGREEMENT by SSNP 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 8a of this AGREEMENT.

d. SSNP 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.

e. Indirect costs are permitted under an audited indirect cost plan.

9. Written and Electronic Versions of Work Products and Related Materials

a. SSNP shall provide copies of all of its deliverables, as well as support data created pursuant to the Scope of Work, to SRTA in electronic format. Hard copies will also be provided upon SRTA request. Related materials, including any reports, newsletters, or other written materials, will also be provided in hard copy and/or electronic format, upon SRTA request.

b. The electronic versions of all written materials, data files, and accompanying graphics or images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions.

c. Materials in the electronic version shall be presented to SRTA in a medium pre-approved in writing by the SRTA Project Manager. For reports, this would typically be in Microsoft Word and Adobe Acrobat formats.

d. 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, work products funded under this AGREEMENT for government purpose.

10. Records Retention and Audits

a. SSNP shall maintain, and shall require that its Contractor maintain, all source documents, books, and records connected with their performance of work initiated under this AGREEMENT and each annual SRTA audit for a minimum of three (3) years from the date of final payment to SSNP, or until 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 by SSNP upon request, at no cost to SRTA.

b. SSNP 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 work elements 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. SSNP 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 an annual audit.

d. For the purpose of determining compliance with Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7, SSNP 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 SSNP or until audit resolution is achieved for each annual SRTA audit, whichever is later. The State, the California State Auditor, or any duly authorized representative of the State, 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 SSNP and its sub-SSNPs shall furnish copies thereof if requested.

e. Neither the pendency of a dispute nor its consideration by SRTA or the state will excuse SSNP from full and timely performance in accordance with the terms of this AGREEMENT.

f. SSNP 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.

11. Equal Employment Opportunity/Nondiscrimination

a. In the performance of work undertaken pursuant to this AGREEMENT, SSNP 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. SSNP 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. SSNP 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, and 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. SSNP 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 SSNP'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 SSNP under this AGREEMENT until SSNP complies; and/or

   ii. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

d. SSNP 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. SSNP shall include the provisions of this Section in every AGREEMENT with its contractor(s). SSNP 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.

12. Conflict of Interest

    SSNP and its officers, employees, and agents (including a Contractor) that perform 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.

13. Independent Contractor

    SSNP and its officers, employees, and agents shall be independent contractors in the performance of 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 or the state will excuse SSNP from full and timely performance in accordance with the terms of this AGREEMENT.

15. Hold Harmless

    a. SSNP 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 SSNP, its officers, agents or employees.

    b. SRTA shall defend, indemnify and hold SSNP, 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. SSNP further agrees to reimburse SRTA for claims, demands, costs or liability associated with the incomplete performance of work contained in Appendix A, in the event that SSNP terminates this AGREEMENT in accordance with Section (20).(a). 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 ninety (90) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the AGREEMENT shall be returned to SRTA at its option. SSNP shall return at the option of SRTA, all equipment, software, or other materials provided to SSNP under this AGREEMENT. If this AGREEMENT is terminated by SRTA, as provided herein, SSNP shall be reimbursed for expenses incurred prior to the termination date, in accordance with Section 6 through 8 of this AGREEMENT.

b. Termination for Cause: If through any cause, SSNP shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if SSNP 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 SSNP of the intent to terminate and specifying the effective date thereof. SRTA shall provide a reasonable opportunity for SSNP 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 SSNP under this AGREEMENT shall be provided to SRTA. At the option of SRTA, SSNP shall return all equipment, software, or other materials provided to SSNP under this AGREEMENT. SSNP shall be entitled to receive compensation for all work satisfactorily completed, in SRTA's judgment, in accordance with Appendix A prior to the effective date of termination.

18. Environmental, Resource Conservation, and Energy Requirements

SSNP recognizes that many federal and state statutes imposing environmental, resource conservation and energy requirements may apply to the Project. SSNP agrees to adhere to any such federal and state requirements.

19. Insurance Requirements

a. SSNP shall provide general liability insurance with a combined single limit of$1,000,000 per occurrence and $2,000,000 general aggregate for personal and bodily injury,

including death, and broad form property damage. All such policies shall name SRTA, its Board of Directors, employees and agents, as additional insureds. The insurance certificate and additional insured endorsement shall be provided to SRTA prior to execution of this AGREEMENT. The certificate of insurance shall include a waiver of subrogation in favor of SRTA.

b. At all times during the performance of the work under this AGREEMENT, SSNP shall maintain one million dollars ($1,000,000) per occurrence in automobile liability insurance for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to SRTA.

c. At all times during the performance of the work under this AGREEMENT, SSNP shall maintain workers' compensation and employer's liability coverage in compliance with applicable statutory requirements. The certificate of insurance shall include a waiver of subrogation in favor of SRTA.

d. All insurance policies shall contain a provision for thirty (30) days advance written notice by the Insurer(s) to SRTA of any cancellation. All policies shall contain a provision stating that the SSNP's policies are PRIMARY insurance and that insurance of SRTA or any named insureds will not be called upon to contribute to any loss. All insurance policies are to be placed with Insurers with a current A.M. Best rating of no less than an "A-" policyholders rating and a financial rating of not less than Class V.

20. <u>Assignment and Subcontracting</u>

a. SSNP shall not assign, sublet or transfer (whether by assignment or novation) this AGREEMENT or any rights under or interest in this AGREEMENT without the written consent of SRTA, which may be withheld for any reason, provided however, that claims for money due to SSNP from SRTA under this AGREEMENT may be assigned to a bank, trust company or other financial institution without such approval. Notice of such assignment or transfer shall be promptly furnished to SRTA in writing.

b. Nothing contained herein shall prevent SSNP from employing independent professional associates, sub-contractors and sub-contractors as contractors may deem appropriate to assist in the performance of services hereunder. SSNP shall not enter into any AGREEMENT to perform subcontracted work in connection with this AGREEMENT

without first obtaining SRTA's written approval as to the scope of work and the sub SSNP.

c. If SSNP subcontracts any of the work to be performed under this AGREEMENT; SSNP shall be as fully responsible to SRTA for the acts and omissions of SSNP's sub-contractor and of the persons employed by the sub-contractor as contractor is for the acts and omissions of persons directly employed by SSNP. Nothing contained in this AGREEMENT shall create any contractual relationship between any sub-contractor of a contractor and SRTA. Any subcontract in excess of $25,000, entered into as a result of this AGREEMENT, shall contain all of the provisions stipulated in this AGREEMENT to be applicable to the sub-contractor. SSNP shall bind every sub-contractor and every sub-contractor of a contractor to the terms of this AGREEMENT, unless specifically noted to the contrary in the subcontract in question, approved in writing by SRTA.

21. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

a. Debarment and Suspension certification is required for all procurements exceeding $25,000. The Federal Transit Administration (FTA) shall be informed of any certification exceptions. A certificate, entitled "Certifications Regarding Debarment, Suspension, and Other Matters," will be submitted by SSNP at the signing of this AGREEMENT.

b. SSNP certifies, to the best of its knowledge and belief, that SSNP and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

ii. Have not within a three-year period preceding this proposal or AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2.) above; and

iv. Have not within a three-year period preceding this proposal or AGREEMENT had one or more public transactions terminated for cause or default.

c. Should SSNP be unable to certify to any of the statements above, SSNP shall attach an explanation to this AGREEMENT.

22. 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:

Shasta Regional Transportation Agency
Attn: Daniel S. Little, AICP, Executive Director
1255 East Street, Suite 202
Redding, CA 96001

Shasta Senior Nutrition Programs
Attn: Debbie McClung, Executive Director
100 Mercy Oaks Drive
Redding, CA 96003

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year first herein written above:

Shasta Regional Transportation Agency:

Daniel S. Little, AICP, Executive Director

12-9-14

Date:

John Kenny, SRTA Legal Counsel

Date:

Shasta Senior Nutrition Programs:

Debbie McClung

Duly authorized SSNP signatory

12/9/14

Date:

Appendix A – SSNP Scope of Work and Performance Standards

It is the intent of SRTA to maintain a CTSA service that optimizes all transportation resources in a community, particularly those other than traditional fixed route systems. SRTA intends to promote a CTSA transportation service that:

1. Provide service links intra-community origins and destinations.
2. Respond to a transportation need currently not being met in the community of the claimant.
3. Integrate with existing transit services, where appropriate.
4. Be in compliance with AB 120 by improving the effectiveness, efficiency and quality of the travel services being delivered while avoiding service overlaps.
5. Pursue grants to increase service and minimize the TDA subsidy per passenger trip.

SSNP shall:

1. Supply vehicles, personnel, fuel, maintenance and operations necessary to provide transportation services in Shasta County outside of the RABA demand response service area. Except for major holidays, the service hours, at a minimum, shall be Monday thru Friday, for an average of eight hours daily. The service area, at a minimum, shall include those areas identified in the Transit Needs Assessment as Palo Cedro, Happy Valley, Millville, Burney, Fall River Mills, Igo-Ono, Cottonwood, and the outlying areas of Redding, Anderson and Shasta Lake City. SSNP may provide services with both the trip origin and destination within the RABA service area with prior written permission from SRTA finding that the service meets all other CTSA criteria and cannot reasonably be provided by RABA. Such findings may also be included in SRTA's annual unmet needs documentation or by the SRTA Board of Directors. For all other trips with both the origin and destination within the RABA service area, SSNP will not be reimbursed using CTSA funds. SSNP may elect to deny service to a passenger or area where the cost of the trip would be unreasonable. SSNP has authority to set all fares and may charge a higher fare for certain areas.

2. Provide curb-to-curb or door-to-door services primarily to individuals over the age of sixty and any disabled individual over eighteen. Any Individual under sixty will be served when space permits and subject to licensing restrictions of SSNP drivers.

3. Unless otherwise provided, submit monthly reports which contain the following:
   a) Operating cost by type, including depreciation and total personnel cost for drivers and fleet maintenance, and cost for CTSA administration by employee
   b) Itemized costs and specific work performed pursuant to Item 7 (incentives) below.
   c) Total operating costs broken down by fund source: TDA share, fare box revenue and other grants
   d) Service Hours
   e) Operating Days
   f) Service Miles
   g) Passenger Trips
   h) The Average Rate of Occurrence of Passengers Each Hour of the Operating Day
   i) Denied Trips and Reasons for Denial (quarterly)
   j) Number of Missed Trips (a failure of the vehicle to show up) and no-shows (when the vehicle arrived on time and the rider did not show up or cancel in advance) (quarterly)
   k) Originations and Destinations of Passenger Trips (quarterly)
   l) Log of Passenger Complaints and Resolution or Actions Taken (quarterly)

4. Strive to attain the following performance goals:
   a) 2012-13 Fare Box Ratio- 5.21%, Goal- 10% (the TDA minimum for rural service)
   b) 2012-13 Passengers per Hour- 1.88, Goal- 2.48
   c) 2012-13 Costs per Service Hour-$46.96, Goal $47.07
   d) 2012-13 Subsidy per Trip- $24.96, Goal $18.99
   e) 2012-13 Passengers per Service Mile- .14, Goal .18
   f) Denied Trips- Goal TBD in FY 15/16
   g) Number of Complaints-Goal TBD in FY 15/16
   h) Number of Missed Trips- Goal TBD in FY 15/16
   i) Match of CTSA Operations budget from non-TDA or Fare Box Resources, Operations 2012-13 20%, Goal 25%
   j) Vehicle purchases from 100% non-TDA resources unless a grant requires a particular match.

5. Update and maintain a website containing all appropriate information of the services provided.

6. Submit an annual claim for its share of Transportation Development Act (TDA 4.5) funds. TDA 4.5 funds are allocated each fiscal year by the SRTA Board of Directors. The SRTA may elect to fund less than five (5%) of Local Transportation Funds for CTSA services. SRTA reserves the right to withhold all payments to SSNP pending receipt of a satisfactory monthly and annual report on performance goals, progress and any planned improvements, or SSNP's correction of any material deficiencies noted during an audit.

7. The following incentives are available:

   a. SRTA will reimburse for the following administrative efforts and shall not include the costs associated with them as operating expenses for purposes of computing progress in meeting performance goals:

      1. Costs to integrate and coordinate dispatching and/or maintenance with RABA

      2. Costs to develop a volunteer driver program

      3. Costs to develop an on-line reservation and fare payment system

      4. To apply for, and administer, other grants to support CTSA operations

      5. To coordinate with other transportation providers for the merger of transportation services

      6. SRTA and SSNP may develop other incentives subject to mutual approval

8. Provide fiscal audits within 180-days from the close of the fiscal year. SRTA may grant a 90-day extension upon request from SSNP. Audits shall include certification that the claimant is compliant with TDA section 6666 and 6667.

9. Provide for coordination of public transportation with the support of SRTA staff. Support shall consist of participation in the SSTAC, hosting CTSA meetings, if needed, and coordinating SSNP's own services with other organizations as directed by SRTA and through the Coordinated Transit Plan.

SRTA shall:

1. Monitor and evaluate transportation coordination initiatives to ensure compliance with AB 120 requirements.
2. Reimburse SSNP monthly for operating expenses for transportation services to the extent funds are available to SRTA.
3. As a part of the annual TDA budget process, evaluate SSNP's performance and develop recommendations for improvements.

Appendix B – SSNP Compensation

SSNP shall be reimbursed as follows:

1. For the period July 1, 2014 to June 30, 2015 - $326,392. Reimbursement will be monthly and distributed according to the claim instructions approved by the SRTA board. A reconciliation after year end will be made to adjust claim amounts to actual costs.

2. For the period July 1, 2015 to June 30, 2016 - For ease of administration and to ensure compliance with the provisions of this agreement, SSNP's claim for CTSA funds shall be remitted directly to SRTA in the SRTA Board of Director's allocation instructions. Reimbursement from SRTA to SSNP will be based on SSNP's monthly invoices of costs for service. The total reimbursement cannot exceed the SRTA board's approved annual allocation.

Appendix C

In addition to compliance with the provisions of the grant specified within the agreement, the sub-recipient must adhere to all other applicable provisions of the following grants.

- ☐ Master Fund Transfer Agreement (for recipients of Federal Planning (PL) and FTA 5303 funds) - Attached
- ☐ Planning Programming & Monitoring (PPM)
- ☐ Safe Routes to School (SR2S)
- ☐ Strategic Growth Council Sustainable Communities Planning Grant (Prop 84)
- ☒ Transportation Development Act (1971 Mills-Alquist-Deddeh Act – SB 325) Statutes enacted by the California Legislature through June 2014
- ☒ Transportation Development Act Regulations