

**Bus Stop Enhancement Program**

**Section 5307 Subrecipient Agreement Between**

**Foothill Transit and [INSERT SUBRECIPIENT NAME]**

**THIS AGREEMENT** is made and entered into on ­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025 (“Effective Date”) by and between **FOOTHILL TRANSIT,** a joint powers authority organized under the laws of the State of California with its principal place of business at 100 South Vincent Avenue, Suite 200, West Covina, California 91790, hereinafter referred to as “Foothill Transit” and [**INSERT SUBRECIPIENT NAME AND ADDRESS HERE**] hereinafter referred to as “SUBRECIPIENT.” Foothill Transit and SUBRECIPIENT are sometimes individually referred to as a “Party” and collectively as “Parties.”

**WITNESS**

**WHEREAS**, Foothill Transit is the primary bus service provider for the Pomona and eastern San Gabriel Valleys; and

**WHEREAS**, Foothill Transit is a direct recipient of Section 5307 funding from the Federal Transit Administration; and

**WHEREAS**, applicable Federal Transit Administration regulations permit a direct recipient to pass Federal Transit Administration funds through to another agency, as a subrecipient, to fund eligible transportation projects; and

**WHEREAS**, Foothill Transit has developed the **Bus Stop Enhancement Program** in order to aid cities and counties within the service area of Foothill Transit with the funding of bus stop enhancements; and

**WHEREAS**, SUBRECIPIENT is located in the service area of Foothill Transit and has filed an application with Foothill Transit for grant funding from the Bus Stop Enhancement Program (the “Application”), attached hereto as **Exhibit A**, which describes SUBRECIPIENT’s proposed bus stop enhancements (the “Enhancements”); and

**WHEREAS**, SUBRECIPIENT is eligible to receive Section 5307 funds as a subrecipient based on representations made by SUBRECIPIENT; and

**WHEREAS**, Foothill Transit desires to pass through to SUBRECIPIENT Section 5307 grant funds (“Grant Funds”) in the amount of $\_\_\_\_\_\_\_\_\_\_ for the bus stop enhancements proposed by SUBRECIPIENT in the Application; and

**WHEREAS**, SUBRECIPIENT has agreed to provide the required local match of $\_\_\_\_\_\_\_\_\_\_ (the “Local Match”) and any additional funding required to complete the Enhancements; and

**WHEREAS**, Foothill Transit is responsible, as the direct recipient, for ensuring that FTA’s Section 5307 grant requirements will be met by SUBRECIPIENT.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

# Federal Award Identification Information (2 C.F.R. §200.331)

|  |  |
| --- | --- |
| **Subrecipient Information:** | |
| Subrecipient name |  |
| Subrecipient Unique Entity Identifier (UEI) |  |
| Total amount of federal funds obligated to subrecipient, including through this Agreement |  |
| **Federal Award Information:** | |
| Federal Award Identification Number (FAIN) |  |
| Federal award date |  |
| Federal award project description |  |
| Federal awarding agency |  |
| Assistance Listing No(s) | 20.507 |
| Indirect cost rate for federal award |  |
| Federal award is for research & development? | 🞏 YES 🞏 NO |
| Total amount of the federal award committed to subrecipient |  |
| **Subaward Information:** | |
| Subaward period of performance start date |  |
| Subaward period of performance end date |  |
| Amount of federal funds obligated by this Agreement |  |
| Total amount of federal funds obligated to subrecipient, including through this Agreement |  |
| Total amount of the federal award committed to subrecipient |  |
| **Pass-Through Entity Information:** | |
| Name of pass-through entity | Foothill Transit |
| Contact information for awarding official of the pass-through entity |  |

# Purpose and Scope

The purpose of this Agreement is to set out the terms and conditions applicable to Foothill Transit’s transfer of the Grant Funds to SUBRECIPIENT, as the subrecipient, for the design and construction of the Enhancements as described in the Application.

# Documents

Each and every term, condition, and provision of the following documents is incorporated herein by reference:

1. SUBRECIPIENT’s Application **(Exhibit A)**
2. Foothill Transit Subrecipient Requirements Checklist **(Exhibit B)**
3. FTA Grant Agreement No. \_\_\_\_\_ (“FTA Grant Agreement” or “Federal Grant”) **(Exhibit C)**
4. FTA Fiscal Year 20\_\_ Certifications and Assurances **(Exhibit D)**
5. U.S. Department of Labor Employee Protections Referral of Pending FTA Grant Application **(Exhibit E)**
6. FTA Master Agreement (version 31, May 2, 2024) **(Exhibit F)**
7. Certification of Restrictions on Lobbying Form **(Exhibit G)**
8. Sample Disclosure of Lobbying Activities Form **(Exhibit H)**
9. Sample Federal Financial Report Form **(Exhibit I)**
10. Sample Federal Funding Accountability and Transparency Act (FFATA) Form **(Exhibit J)**

# Construction of Enhancements

A. Obligation to Provide Record Drawings

SUBRECIPIENT agrees to provide Foothill Transit approved record design and construction drawings (“Record Drawings”) of the Enhancements no later than \_\_\_\_\_\_\_\_\_\_\_\_for Foothill Transit’s approval. If the Record Drawings are not provided by this date, and Foothill Transit has not approved an extension of this date in advance, in writing, this Agreement shall terminate and be of no further force or effect.

B. Substantial Completion

SUBRECIPIENT agrees to complete the Enhancements in accordance with the Record Drawings to Foothill Transit’s satisfaction by\_\_\_\_\_\_\_\_\_\_\_. If the Enhancements are not substantially completed by this date, Foothill Transit, in its sole discretion, may terminate this Agreement. Upon such termination, the Agreement shall be of no further force and effect and Foothill Transit shall have no obligation to reimburse SUBRECIPIENT for any funds expended by SUBRECIPIENT. For purposes of this Agreement, the phrase “substantial completion” means the stage in the progress of the Enhancements when the work on the Enhancements is sufficiently complete such that SUBRECIPIENT could, if necessary, occupy and utilize the Enhancements for their intended use.

C. Responsibility

SUBRECIPIENT shall be solely responsible for furnishing all supplies, equipment, installation, and labor required for the Enhancements.

D. Compliance with Standards, Codes, and Regulations

SUBRECIPIENT shall design and construct the Enhancements in accordance with all applicable standards, codes, and regulations. SUBRECIPIENT shall ensure that all bus stops meet the applicable Accessibility Guidelines for Transportation Facilities set out as Appendices B and D to 36 CFR Part 1191 (formerly Appendix A to 49 C.F.R. Part 37). As applicable, SUBRECIPIENT shall comply with, and shall cause its contractors and subcontractors to comply with, all applicable provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and Section 6109 of the California Public Contract Code.

# Grant Pass-Through Allocation and Requirements

A. Allocation

Foothill Transit will allocate to SUBRECIPIENT Section 5307 funds for FY20\_\_ in the amount of $\_\_\_\_\_\_\_\_\_\_\_ (the “Grant Amount”). In consideration for Foothill Transit's payment to SUBRECIPIENT of the Grant Amount, SUBRECIPIENT shall use the Grant Funds and the Local Match to design and construct the Enhancements as described in SUBRECIPIENT's Application.

B. Local Match

SUBRECIPIENT shall contribute at least the statutorily or other required local contribution of matching funds toward the actual costs of the Enhancements. SUBRECIPIENT’s Local Match under this Agreement is $\_\_\_\_\_\_\_.

C. Compliance with FTA Grant Agreement

SUBRECIPIENT must comply with all of the terms and conditions set out in the FTA Grant Agreement, attached as **Exhibit C**, the referenced Certifications and Assurances, attached as **Exhibit D** (which SUBRECIPIENT has signed and returned to Foothill Transit), and the US Department of Labor Employee Protections Referral of Pending FTA Grant Application letter, attached as **Exhibit E**.

D. Compliance with FTA Master Agreement

SUBRECIPIENT must comply with all of the terms and conditions set out in the FTA Master Grant Agreement. A copy of FTA's current Master Agreement is attached as **Exhibit F**. SUBRECIPIENT acknowledges that the FTA Master Agreement may be amended by FTA from time to time.

E. Other Grant Obligations

Except for the FTA grant drawdown provisions, SUBRECIPIENT must perform all of Foothill Transit's obligations under the FTA Grant Agreement applicable to the Enhancements, including, without limitation, restrictions on the source of the local share and accounting, records retention and audit provisions. Foothill Transit may enforce against SUBRECIPIENT any right that FTA may enforce against Foothill Transit pertaining to the provision of Grant Funds to SUBRECIPIENT.

F. Other Legal Requirements

SUBRECIPIENT must comply with any and all laws, statutes, rules, regulations, circulars, directives, and requirements of the federal and state governments that relate to or in any manner affect the performance of this Agreement. These regulations, circulars, and directives include, without limitation, the following: 2 C.F.R. part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” or “Uniform Guidance,” 2 C.F.R. part 1201, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and FTA Circular No. 4220.1G, “Third Party Contracting Guidance” and any amendments or revisions to the foregoing.

G. Federal Lobbying Restrictions

1. SUBRECIPIENT may not use any Grant Funds under this Agreement to support activities designed to influence Congress or employee of any federal agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress or a State Legislature in connection with any appropriation or legislation and must comply with the provisions of the U.S. DOT’s regulations, “New Restrictions on Lobbying” at 49 C.F.R. part 20, as modified by 31 U.S.C. § 1352. As required, SUBRECIPIENT signed the “Certification Regarding Lobbying,” attached as **Exhibit G**, prior to execution of this Agreement and has submitted a copy to Foothill Transit.

2. Nothing herein will be construed to prohibit SUBRECIPIENT from lobbying Congress, a federal agency or a State Legislature, so long as the SUBRECIPIENT does not use revenues received under this Agreement to do so. However, SUBRECIPIENT must submit to Foothill Transit a completed OMB Form LLL, attached as **Exhibit H**, every calendar quarter in which SUBRECIPIENT engages in lobbying activities with other funds as described in 49 C.F.R. part 20. All Disclosure forms must be forwarded to Foothill Transit for submission to FTA.

H. Progress and Financial Reports

SUBRECIPIENT shall submit on a quarterly basis a Progress Report and a Financial Status Report on forms specified by Foothill Transit describing the progress of the work and expenditures for the Enhancements funded under this Agreement. The first Progress and Financial Status Reports must be delivered to Foothill Transit no later than 5th day of the month following the month in which the work is commenced. SUBRECIPIENT shall submit reports every quarter thereafter until substantial completion. The Progress and Financial Status Reports are deliverables under this Agreement and must be reviewed and accepted by Foothill Transit prior to Foothill Transit's approval and payment of SUBRECIPIENT’s Invoice.

1. The Progress Report must contain the following information: (1) description of the work completed during the prior quarter; (2) tasks expected to be completed during the next quarter; (3) explanations of any problems or delays encountered or anticipated; and (4) information regarding all Disadvantaged Business Enterprise (DBE) commitments made, contracts executed, and DBE payments made during the prior quarter in the form or format prescribed by Foothill Transit.

2. The Financial Status Report must include, at a minimum, the information as described on the form attached as **Exhibit I**.

I. Award Closeout

Within 30 calendar days after completion or termination of this subaward, SUBRECIPIENT must notify Foothill Transit, submit a final Progress Report, Financial Status Report, and Invoice, and submit any other information required by Foothill Transit to determine that SUBRECIPIENT has performed all obligations under the FTA Grant Agreement and this Agreement.

J. Grant Indemnity

SUBRECIPIENT's failure to properly perform the obligations under the FTA Grant Agreement applicable to SUBRECIPIENT’s Enhancements constitutes a material breach of this Agreement. Foothill Transit will promptly notify SUBRECIPIENT of any failure to perform and permit SUBRECIPIENT a reasonable opportunity to cure the failure. SUBRECIPIENT must indemnify and hold Foothill Transit harmless from any liability, demand, claim, penalty or any other adverse action resulting from breach by SUBRECIPIENT of any term or condition in the FTA Grant Agreement, including, without limitation, any demand for return of all or a portion of the Grant Funds or any withholding from or denial to Foothill Transit of any future FTA grant funds. If FTA requires any change to the FTA Grant Agreement after execution by Foothill Transit and FTA, the parties will amend this Agreement as needed to comply with such changes.

K. FFATA Requirements

Foothill Transit and SUBRECIPIENT must comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA), including U.S. OMB guidance, “Reporting Subaward and Executive Compensation Information,” 2 C.F.R. part 170. SUBRECIPIENT must report to Foothill Transit its executive total compensation, as described in 2 C.F.R. part 170 Appendix A, no later than five (5) days after execution of this Agreement, using the form disclosure attached hereto as **Exhibit J**.

L. Indirect Cost Rate

SUBRECIPIENT must adhere to the approved federally recognized indirect cost rate negotiated between the SUBRECIPIENT and the Federal Government or, if no such rate exists, either a rate negotiated between Foothill Transit and the SUBRECIPIENT in compliance with 2 C.F.R. part 200, or a de minimis indirect cost rate as defined in 2 C.F.R. § 200.414(f).

M. Monitoring

Foothill Transit will monitor SUBRECIPIENT’s compliance with FTA requirements, including but not limited to compliance with DBE program requirements as set out in Foothill Transit’s DBE Program Plan, as provided by Foothill Transit to SUBRECIPIENT. SUBRECIPIENT must provide Foothill Transit with requested documentation and respond to questions Foothill Transit deems necessary to fulfill its monitoring responsibility in a timely manner.

# Term

This Agreement is effective as of the date first hereinabove appearing and will terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Termination Date"), unless terminated earlier, as provided herein, or extended by written approval from Foothill Transit.

# Reimbursement Procedures

A. Invoice

SUBRECIPIENT shall submit to Foothill Transit its Invoice requesting reimbursement, together with a detailed itemization of costs incurred for which reimbursement is sought, within thirty (30) days of the completion of the Enhancements.

B. Review and Reimbursement

Foothill Transit shall reimburse SUBRECIPIENT for all costs Foothill Transit determines to be reimbursable, in an amount not to exceed the Grant Amount, within sixty (60) days of receipt of SUBRECIPIENT’s Invoice. Reimbursement will be subject to the cost principles set forth in 2 C.F.R. part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” as well as the applicable provisions of the Federal Award. If Foothill Transit disputes any items on the Invoice for a reasonable cause, Foothill Transit may deduct that disputed item from the payment, but may not delay payment for the undisputed portions. The amounts and reasons for such deductions will be documented to SUBRECIPIENT.

# Continuing Obligations

A. Maintenance

Following completion of the Enhancements, SUBRECIPIENT shall maintain the Enhancements in good condition, including the physical integrity and appearance of the shelter and bus stop modules, and provide repairs as needed at SUBRECIPIENT’s sole expense. Without limiting the foregoing, so long as the FTA retains a federal interest in the Enhancements, Grantee shall repair or replace any portion of the Enhancements damaged, destroyed, or lost by or as a result of theft or vandalism at Grantee’s sole expense.

B. Reports and Certifications

SUBRECIPIENT shall submit upon request all applicable reports, certifications, and other documents to Foothill Transit for the duration of the Agreement and/or the life of any assets acquired through the Enhancements. These include, but are not limited to, as appliable:

(i) Annual FTA Compliance Self-Certification

(ii) Maintenance Plans for equipment or facilities funded with Federal Funds

(iii) Transit Asset Management Plan

# Maintenance of Records and Audits

A. Record Retention

SUBRECIPIENT must maintain books, records, documents, and other evidence directly pertinent to work under this Agreement in accordance with generally accepted accounting principles and practices. SUBRECIPIENT must also maintain, for a period of three years from the date of close-out, the financial information and data used by SUBRECIPIENT in the preparation or support of the proposed or actual costs submitted for reimbursement under this Agreement. SUBRECIPIENT must permit Foothill Transit, FTA, the U.S. DOT Secretary and the U.S. Comptroller General, or their duly authorized representative, to inspect all work, materials, payrolls, and other data and records and to conduct performance and/or financial audits of SUBRECIPIENT books, records and accounts pertaining to expenditures under this Agreement.

B. Audits

SUBRECIPIENT must meet the audit requirements of the "Single Audit Act Amendments of 1996,” 31 U.S.C. § 7501 et seq., in accordance with 2 C.F.R. part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” Upon Foothill Transit's request, SUBRECIPIENT must submit a copy of its audit, completed in accordance with the above-described requirements, within 30 days after completion of the audit, but no later than one year after the end of the audit period.

# Third Party Obligations

SUBRECIPIENT is solely liable to third parties with whom it enters into contracts to effectuate the purposes of this Agreement. SUBRECIPIENT must pay such parties directly for all amounts due under said arrangements. SUBRECIPIENT must indemnify, defend, and hold Foothill Transit harmless from any and all claims and liabilities in any way related to SUBRECIPIENT's contracts with such third parties.

# Limitation of Liability; Indemnification

A. Neither Foothill Transit nor any of its Members, officials, officers, volunteers, agents, and staff (hereinafter referred to as “Indemnitees”) shall be liable for any loss, injury, or damage occurring by reason of any acts or omissions by SUBRECIPIENT, its officers, employees, or agents under or in connection with this Agreement.

B. Pursuant to Section 895.4 of the California Government Code, SUBRECIPIENT agrees to indemnify and hold harmless Indemnitees from and against any and all liability or expense, including any claim of liability, and any and all losses or costs (including reasonable legal expenses and costs of expert witnesses and consultants) arising from any actions or failures to act by SUBRECIPIENT pursuant to or in furtherance of this Agreement.

C. SUBRECIPIENT further agrees to indemnify and hold harmless Indemnitees from and against any and all liability or expense, including any claim of liability, and any and all losses or costs (including reasonable legal expenses and costs of expert witnesses and consultants) that may be imposed upon Foothill Transit solely by virtue of the provisions of Section 895.2 of the California Government Code.

# Representatives and Notices

Any correspondence, communication, contact concerning, or notice required by this Agreement shall be directed to the following:

SUBRECIPIENT:

Foothill Transit: [Name]

[Position]

100 South Vincent Avenue

Suite 200

West Covina, CA 91790

Phone: xxx

Email: xxx

Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand (including overnight courier service) during receiving Party’s regular business hours or by facsimile before or during receiving Party’s regular business hours; or (b) on the second day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this Section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

# Independent Contractor

Foothill Transit’s responsibility for payment is limited to reimbursement of the federal share of the Federal Grant. SUBRECIPIENT will act as an independent contractor and assumes all responsibility for federal and state income tax withholding, FICA, SDI, and any other deductions from income that SUBRECIPIENT is properly required to make as an independent contractor. SUBRECIPIENT assumes all responsibility for payment of wages to its employees and for federal and state income tax withholding. SUBRECIPIENT hereby agrees to indemnify and hold Foothill Transit, its officers and employees, harmless from any and all claims that may be made against Foothill Transit based upon any contention by any employee of SUBRECIPIENT or by any third party including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any obligation under this Agreement.

# Civil Rights Requirements

A. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, et seq., Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, et seq., Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and Federal transit law at 49 U.S.C. § 5332, SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, SUBRECIPIENT agrees to comply with applicable Federal implementing regulations.

B. Equal Employment Opportunity

1. Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, and National Origin. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, SUBRECIPIENT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Chapter 60, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and Executive Order 13672, “Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the work. SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, or age. SUBRECIPIENT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, SUBRECIPIENT agrees to refrain from discrimination against present and prospective employees for reason of age.

3. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, SUBRECIPIENT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

C. Discriminatory Specifications

SUBRECIPIENT must comply with the provisions of 49 U.S.C. § 5323(h)(2) by refraining from including any exclusionary or discriminatory specifications in any solicitation contract or subcontract issued or executed by SUBRECIPIENT for work to be performed under this Agreement.

D. Access for Elderly Individuals and Individuals with Disabilities.

SUBRECIPIENT agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, 42 U.S.C. § 1201, *et. seq.*, and the Architectural Barrier Act of 1968, as amended, 42 U.S.C. § 4151, *et seq.* In addition, the SUBRECIPIENT agrees to comply with applicable Federal implementing regulations.

E. Assurances

SUBRECIPIENT shall not discriminate based on race, color, or national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. Part 26. SUBRECIPIENT and each of its subcontractors must take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of U.S. D.O.T.-assisted subagreements, third party contracts, and third party subcontracts, as applicable. Failure by SUBRECIPIENT or its subcontractors to carry out the requirements of this Subsection is a material breach of this Contract. The following remedies, or such other remedy as Foothill Transit deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying SUBRECIPIENT or, if applicable, its subcontractor from bidding as non-responsive.

F. Subcontractors

SUBRECIPIENT agrees to include in each subcontract let in furtherance of the Enhancements, the provisions set forth in Subsections A through E above, modified only if necessary to identify the affected parties.

# Termination

A. Termination by Agreement

Notwithstanding the term of this Agreement, Foothill Transit and SUBRECIPIENT may mutually terminate this Agreement upon ten (10) days written notice if approved by both parties.

B. Termination for Cause

1. Default under this Agreement is defined as one or more of the following: (i) SUBRECIPIENT fails to comply with the terms and conditions contained in this Agreement or the Federal Grant; (ii) SUBRECIPIENT fails to perform satisfactorily or to make sufficient progress toward substantial completion; (iii) SUBRECIPIENT makes a material change to the Enhancements without prior written consent or approval by Foothill Transit; or, (iv) SUBRECIPIENT is in default of any other applicable requirements of Foothill Transit or the FTA.

2. In the event of a default by SUBRECIPIENT, Foothill Transit shall provide written notice of such default to SUBRECIPIENT. SUBRECIPIENT shall have 30 days to cure the default. In the event SUBRECIPIENT fails to cure the default, or commit to cure the default and commence the same, within such 30-day period to the satisfaction of Foothill Transit, Foothill Transit may take one or more of the following actions:

(a) Terminate this Agreement;

(b) Decline to pay the Grant Amount, or any portion thereof, to SUBRECIPIENT; or

(d) Exercise any remedies FTA may have under the Federal Award.

3. Effective upon receipt of written notice of termination from Foothill Transit, SUBRECIPIENT shall not undertake any new work or obligation with respect to this Agreement, and Foothill Transit shall have no obligation to reimburse SUBRECIPIENT for any funds expended by SUBRECIPIENT, except as otherwise agreed to by the parties.

4. The remedies described herein are non-exclusive. Foothill Transit shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

# General Provisions

A. Interpretation, Jurisdiction, and Venue

This Agreement shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of California. SUBRECIPIENT hereby consents and submits to the jurisdiction of the appropriate courts of California or of the United States having jurisdiction in California for adjudication of any suit or cause of action arising under or in connection with the Agreement, or the performance of the Agreement, and agrees that any such suit or cause of action may be brought in any such court.

B. Amendment; Modification

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

C. No Third-Party Beneficiaries

There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

D. Entire Agreement

This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties that expressly refers to this Agreement.

[*signature page follows*]

IN WITNESS WHEREOF, the Parties agree to the above as of the date stated below.

|  |  |
| --- | --- |
| **FOOTHILL TRANSIT** | **[SUBRECIPIENT]** |
|  |  |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Doran J. Barnes | [Name] |
| Chief Executive Officer | [Title] |
|  |  |
| Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
|  |  |
| Approved as to Form: |  |
|  |  |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Name: |  |
| Thompson Coburn LLP |  |
| Special Counsel to Foothill Transit |  |