

**FUNDING AGREEMENT
BETWEEN
THE SOLANO TRANSPORTATION AUTHORITY
AND
COUNTY OF SOLANO
FOR
ELECTRIC VEHICLE INFRASTRUCTURE NETWORK**

This Funding Agreement (“**Agreement**”) is made on **June 25, 2024** between the **Solano Transportation Authority**, a joint powers authority organized under Government Code section 6500 et seq. consisting of the County of Solano and the Cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun, Vacaville, and Vallejo (“**STA**”) and the **County of Solano**, a political subdivision of the State of California (“**County**”), each individually referred to as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, the STA was created in 1990 through a Joint Powers Agreement between the County of Solano and the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo to serve as the Congestion Management Agency (CMA) for Solano County; and

WHEREAS, STA, as the CMA and the County Transportation Authority (CTA) for the County of Solano, partners with various federal, state, regional, and local transportation and planning agencies, such as the Metropolitan Transportation Commission (MTC) and Caltrans District 4, and local government, to set countywide transportation priorities and to coordinate the delivery of transportation projects in furtherance of the identified transportation priorities; and

WHEREAS, the Solano Electric Vehicle (EV) Transition Program is a Countywide initiative that was created to provide a comprehensive approach to reducing barriers to the deployment of electrical vehicles in Solano County; and

WHEREAS, the STA has supported and continues to plan to leverage its discretionary funds in efforts to support the expansion of EV projects; and

WHEREAS, the STA has secured State Earmark funding with the California Department of Transportation (Caltrans) to improve access to a reliable, affordable, and equitable EV Infrastructure Network by increasing the deployment of EV charges; and

WHEREAS, the funds provided under this Agreement will be applied to any phase required to deliver and implement EV chargers; and

WHEREAS, the County seeks to implement EV infrastructure for its EV Earmark priority project in the unincorporated area that is in close proximity to the Solano County Health and Social Services Building located at 275 Beck Avenue, Fairfield, California (the “**Project**”); and

WHEREAS, the STA received Board approval on **May 10, 2023** to enter into a funding agreement with County to implement EV infrastructure; and

WHEREAS, the STA and County desire to enter into this Funding Agreement to define the respective roles and responsibilities of the Parties for the Project.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, STA and County agree as follows:

A. Project and Funding Identification:

1. The Project will be implementing EV infrastructures at strategic locations that are publicly accessible and expand access to employment centers and other key destinations that are frequently visited by Solano residents, such as government centers, downtowns, mobility hubs, park and ride lots, community centers. Additional project locations that can be considered include, but are not limited to, parks, recreational areas, and access to other community resources or services.

2. The maximum funding amount allocated for all phases of implementing the EV infrastructures is **\$250,000**.

3. Funds must be expended by **June 30, 2026**.

B. STA agrees to:

Upon submission of an invoice by County, and upon approval of the STA's representative, pay County monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for in this Agreement.

C. County agrees:

1. To implement electric vehicle infrastructure in the unincorporated area that is in close proximity to the Solano County Health and Social Services Building located at 275 Beck Avenue, Fairfield, California.

2. To be bound and abide by any and all applicable provisions of the Funds Transfer Agreement (FTA) between STA and Caltrans, which is attached as **Exhibit A** and incorporated by reference as if fully set forth in this Agreement.

3. To cooperate with STA and do all such things, provide all such documentation, and take all such actions as shall be reasonably required by STA, to facilitate County's and STA's compliance with the Funding Agreement to complete all project work.

4. To submit invoices to STA at least on a quarterly basis.

5. Within thirty (30) days of expending all of the funds or upon completion or termination of Project, whichever comes first, County shall submit to STA a Project Closeout Report. The Project Closeout Report at a minimum shall include a description of completed Project component(s) and a description of Project outcomes along with photographs of the Project.

D. Term and Termination:

This Agreement is effective as of the date written above, and shall remain in effect, unless it is terminated or amended earlier as provided in this Agreement. This Agreement may be terminated by either Party due to Project funding shortfalls or other unforeseen event(s), upon providing seven (7) days' notice to the non-terminating party. In the event of loss of funding, the Parties agree to work collaboratively to redirect the Project funds to other projects eligible for such funding, to the extent not restricted by the provisions of the FTA.

E. Mutual Indemnification:

1. STA to indemnify County

STA agrees to indemnify, defend, protect, hold harmless, and release County, their elected bodies and officials, agents, officers and employees (collectively referred to in this paragraph as “**County**”), from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused solely by any negligent act or omission or willful misconduct of STA. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying Party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

At its sole discretion, County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve STA of any obligation imposed by this section. County shall notify STA within thirty (30) days of any claim, action or proceeding and cooperate fully in the defense. Notwithstanding the foregoing, County's failure to notify STA within said thirty (30) day-time limit shall not relieve STA of any obligation imposed by this section unless STA has been actually prejudiced by such delay.

2. County to indemnify STA

County agrees to indemnify, defend, protect, hold harmless, and release STA, their elected bodies and officials, agents, officers and employees (collectively referred to in this paragraph as “**STA**”) from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused solely by any negligent act or omission or willful misconduct of County. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying Party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

At its sole discretion, STA may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this section. STA shall notify County within thirty (30) days of any claim, action or proceeding and cooperate fully in the defense. Notwithstanding the foregoing, STA's failure to notify County within said thirty (30) day-time limit shall not relieve County of any obligation imposed by this section unless County has been actually prejudiced by such delay.

3. Each Party to defend itself for concurrent claims

STA agrees to defend itself and County agrees to defend itself, from any claim, action or proceeding arising out of the negligent act or omission or willful misconduct of STA and County in the performance of this Agreement where there is a concurrent claim against both Parties. In such cases, STA and County agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in subparagraph 5 below.

4. Joint Defense

Notwithstanding subparagraph 3 above, in cases where STA and County agree in writing to a joint defense, STA and County may appoint joint defense counsel to defend the claim, action or proceeding arising out of or including allegations of the negligent act or omission or willful misconduct of County and STA in the performance of this Agreement. Joint defense counsel shall be selected by mutual agreement of the Parties. The Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in subparagraph 5 below. The Parties further agree that no individual Party may bind another to a settlement agreement without the written consent of all Parties.

5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, a Party may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault of that Party.

F. Insurance

1. Each Party agrees to maintain its status as a legally self-insured public entity for general, auto and professional liability insurance coverage with limits of no less than five million dollars (\$5,000,000) per occurrence and no less than ten million dollars (\$10,000,000) aggregate. Each Party's insurance or self-insurance will be considered primary for all claims arising out of acts of that Party. Each Party agrees to cover the other Parties, their officials, employees and agents, as an additional insured or additional covered party using standard ISO endorsement No. CG2010 or its equivalent for general liability coverage. Each Party also agrees to require all of its consultant, contractors, and subcontractors engaged to work on this Project to name the other Party as an additional insured as well.

2. Each Party will maintain Workers' Compensation as required by law for all its employees with limits not less than \$1,000,000 per occurrence. No Party's insurance shall be called upon to satisfy any claim for workers' compensation filed by an employee of the other Parties. Each Party will provide the other Party with a Waiver of Subrogation endorsement for

Workers Compensation. Each Party also agrees to require all of its consultants, contractors, and subcontractors engaged to work on this Project to carry the same Workers Compensation insurance limits and endorsements.

3. Each Party will require all of its consultants, contractors, and subcontractors engaged to work on the Project to carry workers compensation insurance in accordance with statutory limits and general liability insurance with limits of no less than two million dollars (\$2,000,000) per occurrence and no less than four million (\$4,000,000) aggregate.

G. Dispute Resolution

The Parties agree that any disputes between the Parties should be resolved initially without the intervention of a third party. Accordingly, should a dispute arise between the STA and County regarding the performance of this Agreement, the Parties agree that the STA Executive Director and County's County Administrator shall initially meet and confer. Should these two officers fail to reach consensus, the dispute shall be referred to STA Board Subcommittee along with the Solano County Supervisor that is a member of the STA Board. Should the STA Subcommittee fail to resolve the dispute, litigation may be commenced in the Solano County Superior Court.

H. Notice

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that a Party desires to give to the other Party shall be addressed to the other Party at the addresses set forth below. A Party may change its address by notifying the other Parties of the change of address. Any notice sent by mail in the manner prescribed by this Paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

SOLANO TRANSPORTATION AUTHORITY:

Daryl K. Halls, Executive Director
423 Main Street
Suisun City, CA 94585
Attn: Jasper Alve, Project Manager

COUNTY OF SOLANO:

Bill Emlen, County Administrator
675 Texas Street, 6th Floor
Fairfield, CA 94533
Attn: James Bezek, Assistant Director

I. No Waiver

The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

J. Assignability

No Party to this Agreement shall assign or transfer any interest in this Agreement nor the performance of any duties or obligations hereunder, without the prior written consent of the other

Party, and any attempt by any Party to so assign or transfer this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

K. Governing Law and Venue

The construction and interpretation of this Agreement and the rights and duties of the Parties shall be governed by the laws of the State of California.

L. Force Majeure

No Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or for any interruption of services, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of the Parties.

M. Prior Agreements and Amendments

This Agreement represents the entire agreement of the Parties with respect to the subject matter described in this Agreement, and no representation, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth in this Agreement. This Agreement may only be modified by a written amendment duly executed by the Parties.

N. Severability

If any provision or portion of this Agreement is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

O. Compliance with all Laws

The Parties shall observe and comply with all applicable federal, state and local laws, ordinances, and codes including those of the Federal Highway Administration (FHWA).

P. Non-Discrimination Clause

1. During the performance of this Agreement, the Parties and their subcontractors shall not deny any benefits or privileges to any person on the basis of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation. Each Party shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. The Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated pursuant to it (Title 2,

California Code of Regulations, section 10000, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time.

Q. Access to Records and Retention

All Parties, acting through their duly authorized representative, as well as any federal or state grantor agency providing all or part of the funding associated with this Agreement, the State Controller, the Comptroller General of the United States, and the duly authorized representatives of any of the Parties, shall have access to any books, documents, papers and records of any Party which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, the Parties shall maintain all required records for three years after final payment for any work associated with this Agreement, or after all pending matters are closed, whichever is later.

R. Interpretation

Each Party has reviewed this Agreement and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting Party. This Agreement shall be construed as if all of the Parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Agreement.

S. Counterpart and Electronic Signature

As permitted under the U.S. Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000, and the Uniform Electronic Transactions Act (UETA), the Parties hereby agree to conduct this transaction by electronic means. This Agreement may be executed through an electronic signature and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that the electronic signatures appearing on this Agreement are intended by each Party using it to have the same force and effect as the use of a manual signature for the purposes of validity, enforceability, and admissibility.

T. Signatory's Warranty

Each Party warrants to each other Party that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement.

[signatures on next page]

The Parties have executed this Agreement on the day and year first written above.

SOLANO TRANSPORTATION AUTHORITY

COUNTY OF SOLANO

By: _____
Daryl K. Halls, Executive Director

By: _____
Bill Emlen, County Administrator

Approved as to Form:

Approved as to Form:

By: _____
Megan J. Callaway, STA Legal Counsel

By: Lori Mazzella
Lori Mazzella, County Counsel

EXHIBIT A

**Funds Transfer Agreement between the California Department of Transportation
and the Solano Transportation Authority**

Funds Transfer Agreement Between the California Department of Transportation and the Solano Transportation Authority

- 1.1 The California Department of Transportation (**Caltrans**) and the Solano Transportation Authority (**STA**) hereby enter into this Funds Transfer Agreement (Agreement) on the terms and conditions set forth below.
- 1.2 This Agreement is not valid until signed by both parties. This Agreement shall expire on STA's completion of its obligations under this Agreement, but may be extended by amending this Agreement.

BACKGROUND

2.1 Section 19.56, subdivision (g) (1) (AP) of the Budget Act of 2022 (the Act) appropriated \$1,000,000 (the Funds) from the State General Fund to Caltrans, to be allocated to STA for the Electric Vehicle Infrastructure in the Cities of Vacaville, Fairfield, Suisun City and Rio Vista.

2.2 Caltrans determined the best method for allocation to ensure the funds are used for the purposes specified in Section 19.56 of the Act is a funds transfer agreement.

2.3 State clean air policies seek to cut 60% of air pollution by decarbonizing across sectors, with transportation as the biggest potential to decarbonize since it currently makes up about 40% of Greenhouse Gas (GHG) emissions, which is a detrimental contributor to climate change. With the increase in variability and severity of climate change impacts, the transportation network becomes vulnerable therefore it is imperative to rapidly decarbonize the transportation sector to decrease the GHG emissions.

Executive Order N-7-20 puts an end to the sales of internal combustion engines by 2035, which rapidly scales down emissions of single-passenger vehicles. In the context of Solano County, the growth of the Electric Vehicle (EV) market is critical in contributing to the statewide strategy of reducing GHG emissions. With the end of internal combustion engines, there is an anticipated shift in the use and reliance on zero-emission cars in how our residents chose to travel to access employment centers, government centers and hospitals, and other key destinations such as downtown waterfronts, parks, community resources, and other recreational activities.

It is our goal to expand and improve Solano residents' access to a reliable, affordable, and equitable EV Infrastructure Network by increasing the deployment of the EV chargers by four (4) implementing agencies: Fairfield,

Funds Transfer Agreement Between the California Department of Transportation and the Solano Transportation Authority

Suisun City, Vacaville, and the unincorporated County. The increased deployment of EV Chargers will give our residents confidence as they plan and switch to zero-emission vehicles, which will have long-lasting benefits to our communities through the decrease of air pollution that improves the well-being and health of Solano residents.

SCOPE OF WORK

3.1 The Funds provided under this Agreement will be used to improve access to a reliable, affordable, and equitable EV Infrastructure Network by increasing the deployment of EV chargers at the four (4) eligible implementing agencies: City of Fairfield, City of Suisun City, City of Vacaville, and the unincorporated County facilities within those cities. The Project will be implementing EV infrastructures at strategic locations that are publicly accessible and expand access to employment centers and other key destinations that are frequently visited by Solano residents such as government centers, downtowns, mobility hubs, park and ride lots, community centers. Additional project locations that can be considered include but are not limited to parks, recreational areas, and access to other community resources or services. Funds provided under this Agreement will be applied to any phase required to deliver and implement EV chargers by the respective implementing agency.

3.2 STA shall only use Funds for the Project specified in the Act. STA's self-attestation verifying the intended use of funds shall be provided to the Department prior to the release of any funds.

FUNDING, COSTS, COST LIMITATION, & PAYMENT

4.1 The Funds will be encumbered within 2 days of the effective date of this Agreement. Pursuant to Section 19.56 of the Act, funds must be encumbered by June 30, 2024, and expended by June 30, 2026.

4.2 Payments shall be made as authorized by Sections 19.56(a) of the Act, including, but not limited to the provisions noted below:

- a. Notwithstanding any other law, a designated state entity administering an allocation pursuant to this section may provide the allocation as an advance lump sum payment, and the allocation may be used to pay for costs incurred prior to the effective date of the act adding this paragraph.
- b. Funding provided in this section shall not be used for a purpose subject to Section 8 of the Article XVI of California Constitution.

4.3 Within 30 days of expending all of the Funds or upon completion or termination of Project, whichever comes first, STA shall submit to Caltrans a Project Closeout Report. The Project Closeout Report at a minimum shall include a

Funds Transfer Agreement Between the California Department of Transportation and the Solano Transportation Authority

description of completed Project component(s) and a description of Project outcomes. Photographs of the Project are encouraged to be included.

4.4 Any Project costs paid using the Funds that are determined by subsequent audit to be unallowable under 48 CFR, Part 31 or 2 CFR, Part 200, are subject to repayment by STA to Caltrans.

4.5 STA shall return any unspent Funds to Caltrans at the conclusion, completion, or termination of the Project.

4.6 Upon written demand by STATE, any overpayment to STA of amounts invoiced to CALTRANS shall be returned to STATE.

4.7 Should STA fail to refund any moneys due CALTRANS as provided herein or should STA breach this AGREEMENT by failing to complete Project without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amounts paid by or owed to CALTRANS for each Project, from future apportionments or any other funds due to STA from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE-FUNDED projects proposed by ADMINISTERING AGENCY.

INQUIRIES & NOTICES

5.1 All inquiries during the term of this Agreement will be directed to the representatives listed below:

For Caltrans:

Name: Moon Rana
Address: 111 Grand Avenue
Oakland, CA 94612
Phone Number: (510)421-8017
Email: moon.rana@dot.ca

For STA:

Name: Daryl K. Halls, Executive Director
Address: 423 Main Street
Suisun City, CA 94585
Phone Number: (707)399-3204
Attn: Jasper Alve, Project Manager
Email: jalve@sta.ca.gov

5.2 Each party may change their representative listed above upon 10 calendar days' written or emailed notice to the other party and without the need for amending this Agreement.

OTHER TERMS & CONDITIONS

Funds Transfer Agreement Between the California Department of Transportation and the Solano Transportation Authority

6.1 Drug-Free Workplace Requirements: STA will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and STA may be ineligible for award of any future State agreements if Caltrans or the State Department of General Services determines that any of the following has occurred: STA has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

6.2 Conflict of Interest: STA needs to be aware of the following provisions regarding current or former state employees. If STA has any questions on the status of any person rendering services or involved with the Agreement, Caltrans must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

Funds Transfer Agreement Between the California Department of Transportation and the Solano Transportation Authority

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If STA violates any provisions of above paragraphs, such action by STA shall render this Agreement void. (Pub. Contract Code §10420.) If the Agreement is rendered void, STA shall return all Funds.

6.3 Labor Code/Workers' Compensation: STA needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and STA affirms to comply with such provisions before commencing the performance of the work described in this Agreement. (Labor Code § 3700.)

6.4. Americans With Disabilities Act: STA assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)

6.5. STA Name Change: An amendment is required to change STA's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

6.6. Resolution: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

Funds Transfer Agreement Between the California Department of Transportation and the Solano Transportation Authority

6.7. Air or Water Pollution Violation: Under State law, STA shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

6.8. Audit: STA agrees that Caltrans, the California Department of General Services, the California State Auditor's Office, or other State agency with a legitimate business purpose, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. STA agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.

6.9. Amendments: No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. Any amendment signed by STA must be approved by its Board of Directors as evidenced by a resolution, order, motion, or ordinance of the STA and a copy provided to Caltrans. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

6.10. Caltrans and STA shall continue with their responsibilities under this Agreement during any dispute.

6.11 This Agreement may be executed in separate counterparts.

6.12 An electronically signed copy of this Agreement shall have the same force and effect as if it were signed manually.

6.13 Should STA be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if STA is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, CALTRANS is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV – 21, from those constituent entities comprising a joint powers authority or by bringing of an action against STA or its constituent member entities, to recover all funds provided by CALTRANS hereunder.

**Funds Transfer Agreement Between the California Department of Transportation
and the Solano Transportation Authority**

State:

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

Printed Name: Jeanie Ward-Waller

Signature: 

Title: Deputy Director for Planning & Modal Programs

Date: 07/14/23

Local Agency:

Solano Transportation Authority

Printed Name: Daryl K. Halls

Signature: 

Title: Executive Director

Date: July 11, 2023

Accounting Certification

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for encumbrance.			
Jie Chen		07/05/2023	\$1,000,000.00
Accounting Officer Printed Name	Accounting Officer Signature	Date	Amount Certified

STA Funding Agreement_ June 2024

Final Audit Report

2024-06-04

Created:	2024-06-04
By:	Stephanie Silva (SSilva@SolanoCounty.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIFJnh4hZjWK7j6hdkCnv0sfS1TOaMHuE

"STA Funding Agreement_ June 2024" History

-  Document created by Stephanie Silva (SSilva@SolanoCounty.com)
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-  Document emailed to Lori Mazzella (lamazzella@solanocounty.com) for signature
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-  Document e-signed by Lori Mazzella (lamazzella@solanocounty.com)
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