

**FUND TRANSFER AGREEMENT**

THIS FUND TRANSFER AGREEMENT (FTA) IS ENTERED INTO AND EFFECTIVE ON (date), AND WILL EXPIRE ON (date), between the State of California, acting by and through its Department of Transportation, referred to herein as CALTRANS or State, and the (AGENCY NAME), hereinafter referred to as AGENCY, (collectively referred to as “the Parties”).

**RECITALS**

1. Under this FTA, CALTRANS is conveying Federal grant funds to AGENCY, pursuant to 49 USC 5305 and as authorized by Budget Act Line Item 2660-102-0890, who will conduct transportation studies and planning (Project) within the regional area under the jurisdiction of AGENCY. CALTRANS and AGENCY are authorized to enter into this FTA pertaining to Federal funding for Transportation studies and planning under the jurisdiction of AGENCY.
2. AGENCY has agreed to implement (enter Project name here), hereinafter PROJECT, subject to the terms and conditions of this FTA. The Approved Project Grant Application (Scope of Work, Timeline, and Costs) is attached hereto as Attachment II.
3. The resolution authorizing AGENCY to execute this FTA pertaining to above described Project is attached hereto as Attachment I.
4. All services performed by AGENCY pursuant to this FTA are intended to be performed in accordance with all applicable Federal, State, and AGENCY laws, ordinances, regulations, and CALTRANS’ published manuals, including Grant Application Guide (Attachment III), policies, and procedures. In case of conflict between Federal, State and AGENCY laws, ordinances, or regulations, the order of precedence for applicability of these laws shall be Federal, State and AGENCY laws and regulations, respectively.
5. Project funding is as follows:

<b><u>FUND TITLE</u></b>	<b><u>FUND SOURCE</u></b>	<b><u>DOLLAR AMOUNT</u></b>
Federal Trust Funds	XXXXXX	XXXXXX
Local Match	Agency Provided	XXXXXX
	<b>Total Project Costs</b>	<b>XXXXXX</b>

6. This FTA is exempt from legal review and approval by the Department of General Services, pursuant to Public Contract Code section 10295(c)(3).

**SECTION I**

**AGENCY AGREES:**

1. To timely and satisfactorily complete all PROJECT Work described in Attachment II within the project budget and in accordance with the terms of this FTA.
2. To attend a kickoff meeting with CALTRANS to be scheduled within one (1) week from receipt of notice to proceed by the CALTRANS' Contract Manager.

**SECTION II**

**CALTRANS AGREES:**

That when conducting an audit of the costs claimed by AGENCY under the provisions of this FTA, to rely to the maximum extent possible on any prior audit of AGENCY performed pursuant to the provisions of applicable State and Federal laws.

**SECTION III**

**IT IS MUTUALLY AGREED:** In consideration of the foregoing and the mutual promises of the parties hereto, AGENCY and CALTRANS agree as follows:

**1. Notification of Parties**

- A. AGENCY's Project Manager for PROJECT is (NAME & PHONE NUMBER)
- B. CALTRANS' Contract Manager is (NAME & PHONE NUMBER). "Contract Manager" as used herein includes his/her designee.
- C. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

(AGENCY NAME)

Attention: (PROGRAM MANAGER) (PROGRAM MANAGER TITLE)

STREET ADDRESS

CITY, STATE, ZIP

CALIFORNIA DEPARTMENT OF TRANSPORTATION

(DISTRICT/DIVISION)

Attention: (CONTRACT MANAGER)

STREET ADDRESS

CITY, STATE, ZIP

**2. Cost Reimbursement Restrictions**

Only expended actual allowable costs for work performed, under this FTA, after the execution date specified in this Agreement and until the termination or expiration of this Agreement is subject to reimbursement.

**3. Changes in Terms/Amendment**

This FTA may only be amended or modified during the period of performance by mutual written agreement of the parties.

**4. Termination**

CALTRANS reserves the right to terminate this FTA upon written notice to AGENCY in the event AGENCY fails to proceed with PROJECT work in accordance with the terms of this FTA.

**5. Budget Contingency Clause**

- A. It is mutually agreed that if the U.S. Congress or the State Legislature fails to appropriate or allocate funds during the current year and/or any subsequent years covered under this FTA does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CALTRANS shall have no liability to pay any funds whatsoever to AGENCY or to furnish any other considerations under this Agreement and AGENCY shall not be obligated to perform any provisions of this FTA.
- B. If funding for any fiscal year is reduced or eliminated by the U.S. Congress or the State Legislature for purposes of this program, CALTRANS shall have the option to either terminate this Agreement with no liability occurring to CALTRANS, or offer a FTA Amendment to AGENCY to reflect the reduced amount.

**6. Cost Limitation**

- A. The total amount reimbursable to AGENCY pursuant to this FTA by CALTRANS shall not exceed \$X,XXX.XX.
- B. It is agreed and understood that this FTA fund limit is an estimate and that CALTRANS will only reimburse the cost actually incurred in accordance with the terms of this FTA up to the maximum in Item 6.A above.

**7. Payment and Invoicing**

- A. The method of payment for this FTA will be based on actual allowable costs. CALTRANS will reimburse AGENCY for expended actual allowable direct and indirect costs, including, but not limited to labor costs, employee benefits, and travel (overhead is reimbursable only if the AGENCY has an approved indirect cost allocation plan) and contracted consultant services costs incurred by

AGENCY in performance of the Project work, not to exceed the cost reimbursement limitation set forth in 6.A, above. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in Attachment II without prior written agreement between CALTRANS and AGENCY. AGENCY's consultant contracts must comply with all federal, State, and Local Agency procurement and funding requirements in order for the AGENCY to receive reimbursement.

- B. Reimbursement of AGENCY expenditures will be authorized only for those allowable costs actually incurred by AGENCY in the performance of the Project work. AGENCY must not only have incurred the expenditures on or after the Effective Date of this FTA and before the Termination Date, but must have also paid for those costs to claim any reimbursement.
- C. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to AGENCY, its consultants, their subconsultants, and/or their subrecipients, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process.
- D. CALTRANS will reimburse AGENCY for all allowable Project costs at least quarterly but no more frequently than monthly in arrears as promptly as CALTRANS fiscal procedures permit upon receipt of itemized signed invoices for AGENCY. Invoices shall reference this FTA Number, and shall be signed and submitted by AGENCY to the Contract Manager at the following address:
- California Department of Transportation**  
(District-Division)  
Attention: (Contract Manager)  
[Contract Manager's address – (Two Lines)]
- E. Invoices from AGENCY, contractors, and subrecipients shall include the following information:
- 1) Names of the AGENCY personnel performing work
  - 2) Dates and times of service
  - 3) Locations of service (AGENCY - address)
  - 4) Itemized costs as set forth in Attachment II, including identification of each employee or subcontractor staff that provided services during the period of the invoice, the number of hours and hourly rates for each employee or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and subcontractor invoices.

- 5) AGENCY shall submit written progress reports with each set of invoices as described in Section III.8.A below.
- 6) AGENCY shall complete and submit a completed Disadvantaged Business Enterprises Utilization Report (ADM-3069) as described in Section III.17.
- F. Incomplete or inaccurate invoices shall be returned to the AGENCY unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this Agreement for material breach per Section III.4, above.
- G. For invoice payment history, please refer to CALTRANS – Division of Accounting's website, <http://www.dot.ca.gov/hq/asc> . Once on the website, click on the Vendor Payment History link and follow instructions on how to search.

## **8. Reports**

- A. AGENCY shall submit quarterly progress reports within thirty (30) days of the end of the quarter to allow the CALTRANS' Contract Manager to determine if AGENCY is performing to expectations, is on schedule, is within funding cost limitations. The AGENCY reports shall communicate interim findings and afford the Parties the opportunity to resolve any problems with the Project.
- B. Any document or written report prepared as a requirement of this FTA shall credit, as applicable, the financial participation of the Federal Transit Administration for Transit Planning Grants or the Federal Highway Administration for Partnership Planning Grants on the cover or title page.
- C. Refer to Section III. 21, below, regarding the Project Closeout Report.

## **9. Local Match Funds**

- A. AGENCY shall contribute not less than its required match amount toward the services described herein on a proportional monthly or quarterly basis coinciding with its usual invoicing frequency.
- B. Local cash and in-kind match requirements can be found in Attachment III, Grants Application Guide

## **10. Cost Principles**

- A. AGENCY agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 225, Cost Principles for State, Local and Tribal Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- B. AGENCY agrees, and will require that its contractors and subcontractors and subrecipients will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost

items and (subrecipients shall refer to, 2 CFR, Part 225 Cost Principles for State, Local, and Indian Tribal Governments ) (and/or parties shall comply with applicable regulations (i) 2 CFR part 220, “Cost Principles for Educational Institutions (OMB Circular A–21);” (ii) 2 CFR part 230, “Cost Principles for Non-Profit Organizations (OMB Circular A–122); (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Project funds as a contractor, subcontractor, or sub-grantee under this FTA shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- C. Any Project costs for which AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 225 Cost Principles for State, Local, and Indian Tribal Governments, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by AGENCY to CALTRANS. Should AGENCY fail to reimburse moneys due CALTRANS within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the Parties hereto, CALTRANS is authorized to intercept and withhold future payments due AGENCY from CALTRANS or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- D. AGENCY agrees to include Project in the schedule of projects to be examined in AGENCY’s annual audit and in the schedule of projects to be examined under any single audit prepared in accordance with Office of Management and Budget Circular A-133.
- E. Prior to AGENCY seeking reimbursement of indirect costs, AGENCY must prepare and submit annually to CALTRANS for review and approval an indirect cost rate proposal and a central service costs allocation plan (if any) in accordance with 2 CFR, Part 225 Cost Principles for State, Local, and Indian Tribal Governments and Local Program Procedures (LPP 04-10) which may be accessed at: <http://www.dot.ca.gov/hq/LocalPrograms/lpp/lpp1r1.htm>.
- F. AGENCY agrees and shall require that all of its agreements with consultants and subrecipients contain provisions requiring adherence to this section in its entirety (except section c).

#### **11. Americans with Disabilities Act**

By signing this FTA, AGENCY assures CALTRANS that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with

Disabilities Act (ADA) of 1990 as amended, 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.)

**12. Indemnification**

AGENCY agrees to indemnify, defend and save harmless the CALTRANS, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, subrecipients, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by AGENCY in the performance of this Agreement.

**13. Non-Discrimination**

- A. During the performance of this FTA, AGENCY and all of its subcontractors and its subrecipients, if any, 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, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. AGENCY, its subcontractors, and subrecipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. AGENCY, its subcontractors and subrecipients shall comply with the provisions of the Fair Employment and Housing Act (Government Code [GC] Section 12900 et seq.) as amended and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this FTA by this reference and are made a part hereof as if set forth in full. AGENCY, its subcontractors, and sub-recipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other collective bargaining agreements in place.
- B. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this FTA.
- C. Section III.23, below, Federal Funding Requirements, relative to nondiscrimination on federally assisted projects is applicable to this FTA and enforceable against AGENCY.
- D. AGENCY shall comply with Title VI of the Civil Rights Act of 1964, as amended.

- E. Accordingly, both 49 CFR 21 through Appendix C and 23 CFR 710.405 (b), as amended, are applicable to this FTA and enforceable against AGENCY by this reference.

**14. Retention of Records/Audits**

- A. For the purpose of determining compliance with GC Section 8546.7, AGENCY, subrecipients and CALTRANS shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the FTA, including but not limited to, the costs of administering the FTA. All parties shall make such materials available at their respective offices at all reasonable times during the FTA period and for three years from the date of final payment under the FTA. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the AGENCY that are pertinent to the FTA for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any contract with a consultant or subrecipient entered into as a result of this Agreement shall contain all the provisions of this article.

**15. Disputes**

- A. Any dispute concerning a question of fact arising under this FTA that is not disposed of by agreement shall be decided by the CALTRANS Contract Officer, who may consider any written or verbal evidence submitted by AGENCY. The decision of the CALTRANS' Contract Officer shall be the CALTRANS' final decision regarding the dispute.
- B. Neither the pendency of a dispute nor its consideration by the Contract Officer will excuse AGENCY from full and timely performance in accordance with the terms of the FTA.

**16. Third Party Contracting**

- A. AGENCY shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without prior written authorization by CALTRANS' Contract Manager unless expressly included (sub-recipient identified) in Attachment II as part of the identified Project work.
- B. AGENCY may use its procurement procedures as long as these procedures comply with 49 CFR, Part §18.36 and Local Assistance Procedures Manual, Chapter 10, which may be accessed at:  
<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm#LAPMop1>. All government

funded consultant procurement transactions must be conducted using a fair and competitive procurement process that is consistent with 49 CFR, Part §18.36.

- C. Any subcontract entered into as a result of this FTA shall contain all the provisions designated in this FTA as applicable to AGENCY's contractors/subcontractors.
- D. The AGENCY shall be fully responsible for all work performed by its subcontractors and subrecipients.
- E. Prior authorization in writing by the CALTRANS Contract Manager shall be required before AGENCY enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. AGENCY shall provide an evaluation of the necessity or desirability of incurring such costs.
- F. Any subagreement entered into as a result of this FTA shall contain all of the provisions of this Subsection 16. Copies of all agreements with sub-recipients, contractors and subcontractors must be submitted to the CALTRANS' Contract Manager.
- G. Any subcontract entered into by AGENCY as a result of this FTA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to Section III.7.C, supra.

#### **17. Disadvantaged Business Enterprise**

- A. AGENCY agrees to carry out the applicable requirements of Title 49 CFR, Part 26, of the Code of Federal Regulations, entitled "Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs" in the award and administration of federally assisted Contracts for work performed under this FTA. AGENCY, in the administration of its contracts, shall adopt practices that are consistent with the CALTRANS' DBE Program Plan.
- B. As required by Title 49 CFR, Part 26, of the Code of Federal Regulations, each invoice must be accompanied by a completed Disadvantaged Business Enterprises Utilization Report (ADM-3069). This reporting requirement increases accountability, tracks federal dollars, and confirms actual DBE usage.
- C. AGENCY agrees to complete semi-annual DBE reporting as required twice a year: April 1st and October 1st. For details about DBE forms and requirements,

visit the Office of Regional and Interagency Planning DBE website at  
<http://www.dot.ca.gov/hq/tpp/offices/orip/DBE/DBE.html>

### **18. Drug-Free Workplace Certification**

- A. By signing this FTA, AGENCY hereby certifies under penalty of perjury under the laws of California that AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC section 8350 et seq.) and will provide a drug-free workplace by doing all of the following:
- 1) 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, as required by GC section 8355(a).
- B. Establish a Drug-Free Awareness Program as required by GC section 8355(b) to inform employees about all of the following:
- 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,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- C. Provide, as required by GC section 8355(c), that every employee
- 1) who works on the proposed contract or grant will receive a copy of the company's drug-free policy statement
  - 2) will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- D. Failure to comply with these requirements may result in suspension of payments under this FTA or termination of this FTA or both, and AGENCY may be ineligible for the award of any future State FTAs if CALTRANS determines that any of the following has occurred: (1) AGENCY has made a false certification or, (2) AGENCY violates the certification by failing to carry out the requirements as noted above.

### **19. Relationship of Parties**

It is expressly understood that this FTA is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

### **20. State-Owned Data**

- A. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of CALTRANS-owned data on portable computing devices and portable electronic storage media:
- 1) Encrypt all CALTRANS-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect CALTRANS data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
  - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
  - 3) Encrypt, as described above, all CALTRANS-owned data transmitted from one computing device or storage medium to another.
  - 4) Maintain confidentiality of all CALTRANS-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
  - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the FTA.
  - 6) Notify the Contract Manager immediately of any actual or attempted violations of security of CALTRANS-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing CALTRANS-owned data.
  - 7) Advise the owner of the CALTRANS-owned data, the AGENCY Information Security Officer, and the AGENCY Chief Information Officer of vulnerabilities that may present a threat to the security of CALTRANS-owned data and of specific means of protecting that CALTRANS-owned data.
- B. To use the CALTRANS-owned data only for State purposes under this FTA.
- C. To not transfer CALTRANS-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) section 5335.1

## 21. **Project Close Out**

- A. The FTA Expiration Date refers to the last date for AGENCY to incur valid Project costs or credits and is the date the FTA expires. AGENCY has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to CALTRANS for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by that sixtieth (60th) day will be reverted and will no

longer be accessible to reimburse late Project invoices.

- B. CALTRANS reserves the right to withhold final payment to AGENCY pending receipt of final deliverable(s) from AGENCY by the CALTRANS' Contract Manager.
- C. AGENCY will provide five (5) copies and one (1) electronic version of the final written report to the CALTRANS' Contract Manager.

## **22. Certification and Assurances**

AGENCY will complete and sign a Federal Highway Administration Annual "Metropolitan Transportation Planning Process Certification" form for Partnership Planning Grants **or** a Federal Transit Administration "Certification and Assurances for FTA Assistance" for Transit Planning Grants every year until the PROJECT is closed out in accordance with Section III.21 (Project Close Out) above.

## **23. Federal Funding Requirements**

During the performance of this FTA, AGENCY, for itself, its assignees and successors in interest (hereinafter referred to as the "AGENCY") agrees as follows:

- A. **Compliance with regulations:** AGENCY shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of CALTRANS - Title 49 Code of Federal Regulations Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- B. **Nondiscrimination:** AGENCY, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, AGENCY shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
- C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by AGENCY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or subrecipient shall be notified by AGENCY of AGENCY 's obligations under this FTA and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

- D. Information and Reports:** AGENCY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by CALTRANS or any duly authorized representative of the Federal Government to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, AGENCY shall so certify to CALTRANS, or any duly authorized Federal Agency as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of AGENCY's noncompliance with the nondiscrimination provisions of this FTA, CALTRANS shall impose such Agreement sanctions as it or any Federal funding agency may determine to be appropriate, including, but not limited to:
- 1) Withholding of payments to AGENCY under the FTA until AGENCY complies, and/or
  - 2) Cancellation, termination or suspension of the FTA, in whole or in part.
- F. Incorporation of Provisions:** AGENCY shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. AGENCY will take such action with respect to any subcontractor, or subrecipient as CALTRANS or any Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or subrecipient as a result of such direction, AGENCY may request CALTRANS to enter into such litigation to protect the interest of the State, and, in addition, AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

**ATTACHMENTS:**

The following attachments are incorporated into and are made a part of this FTA by this reference and attachment.

- I. AGENCY Resolution
- II. Approved Grant Application (Scope of Work, Timeline, and Costs)
- III. Grants Application Guide

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

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**AGENCY NAME**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_