

**FY18 VTS RFP Appendix B**

**CCOG contract form for FY18 VTS services**

*(Attached)*



**SUBCONTRACTOR SERVICES AGREEMENT**  
For VOLUNTEER TRANSPORTATION SERVICES  
Under The Elderly and Disabled Individuals Transportation Program  
(FTA Sections 5310 and 5317)

**THIS AGREEMENT**, entered into as of this 1st day of July, 2017 (the "Effective Date",) by and between \_\_\_\_\_ (hereinafter referred to as the "Agency") and the Centralina Council of Governments, (hereinafter referred to as "CCOG");

**WITNESSETH THAT:**

**WHEREAS**, CCOG requested that the Agency provide certain volunteer transportation services in connection with activities financed in part by grant funds provided to CCOG from the Federal Transit Administration (hereinafter "FTA") through the FTA Section 5317 program of the North Carolina Department of Transportation (hereinafter "NCDOT"), through the FTA Section 5310 program of the Charlotte Area Transit Service (hereinafter "CATS",) and through the FTA Section 5310 program of the City of Concord (hereinafter "Concord"); and,

WHEREAS, the Agency agrees to provide said services pursuant to the terms of this Agreement,

**NOW THEREFORE**, in consideration of the premises, and mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. **Engagement of the Agency.** CCOG hereby engages the Agency, and the Agency hereby agrees, to perform the services described herein (hereinafter referred to as the "Services") in accordance with the following terms and conditions:
2. **Services and Manner of Performance.** The Agency shall provide services in support of CCOG's mobility management programs addressing the transportation needs of older adults, persons with disabilities and veterans residing in Anson, Cabarrus, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly and Union Counties. All Services are to be performed in accordance and compliance with the following exhibits, attached hereto and incorporated herein by reference:
  - a. **Exhibit A**, CCOG's Request for Proposals, including without limitation its:
    - i. Project Expectations;
    - ii. Appendix A, CCOG's VTS Policy & Procedures Manual; and,
    - iii. Appendix C, Federal and State Requirements and Special Conditions;
  - b. **Exhibit B**, Agency's proposal dated \_\_\_\_\_, 2017 and submitted to CCOG in response to CCOG's Request for Proposals;
  - c. **Exhibit C**, Approved VTS Budget, which supercedes any budget included in **Exhibit B**;
  - d. **Exhibit D**, NCDOT Notice to CCOG of Grant Award, including without limitation its terms and conditions that CCOG is required to impose on its subcontractors under that grant; and,
  - e. **Exhibit E**, CATS 5310 Subcontract to CCOG (defining Services relating to marketing and outreach to recruit volunteer drivers in the CATS urbanized area for the VTS program,) including without limitation its terms and conditions that CCOG is required to impose on its subcontractors under that contract; and,
  - f. **Exhibit F**, Concord 5310 Subcontract to CCOG (defining Services relating to marketing and outreach to recruit volunteer drivers in the Concord urbanized area for the VTS program,) including without limitation its terms and conditions that CCOG is required to impose on its subcontractors under that contract.

Services are also to be performed in full compliance with all other applicable NCDOT and FTA regulations under the FTA Section 5310 or 5317 programs. This includes 5317 work in the Rural and Small urban areas as well as Urbanized Area 5310 projects.

3. **Time of Performance.** The Services of the Agency are to commence no earlier than July 1, 2017 and shall be undertaken and pursued in such sequence as to assure their expeditious completion on or before June 30, 2018.
4. **Compensation and Method of Payment.** The Agency shall be compensated for the Services actually performed under this Agreement by quarterly payments, which shall not exceed the annual budget marked **Exhibit C** attached. The request for reimbursement may only include expenses allowed under this Agreement, and any purchases must be made in compliance with the FTA Section 5310 grant procurement requirements. Payment to the Agency for Services related to **Exhibit E** is contingent upon a continuing contract authorization to CCOG from CATS for such services and the receipt of funds therefore. Payment to the Agency for Services related to **Exhibit D** is contingent upon a continuing grant authorization to CCOG from the NCDOT for such services and the receipt of funds therefore.
5. **Reimbursement of Service Costs.** The Agency will report monthly to CCOG, in the form specified by CCOG, detailing allowable expenditures to be reimbursed under this Agreement.
6. **Collection of Non-Federal Matching Resources.** There is no matching requirement for the Agency for the Services.
7. **Approval of Subcontract or Assignability.** The Agency shall not subcontract or assign all or any portion of its interest in this Agreement without the express, written, prior consent of CCOG. Any purchase of services with funds provided under this Agreement shall be carried out in accordance with the procurement and contracting policy of the Agency or, where applicable, CCOG, which does not conflict with procurement and contracting requirements stipulated by the NCDOT, CATS, or FTA.
8. **Review and Coordination.** To ensure adequate review and evaluation of the work, and proper coordination among interested parties, CCOG shall be kept fully informed concerning the progress of the work and services to be performed hereunder. CCOG's staff will conduct scheduled on-site assessments and may also make unannounced visits for the purpose of evaluating the Agency's work.
9. **Accounting.** The Agency shall maintain complete accounting records sufficient to document receipts and expenditures of state grant funds under this agreement. All accounting records should be maintained in accordance with the North Carolina Local Government Budget and Fiscal Control Act and NCDOT requirements.
10. **Inspections.** Authorized representatives of CCOG, CATS, and the NCDOT may at any reasonable time review and inspect the program activities and data collected pursuant to this Agreement. All reports and computations prepared by or for the Agency shall be made available to authorized representatives of CCOG, CATS and the NCDOT for inspection and review at any reasonable times in the Agency's office. Approval and acceptance of such material shall not relieve the Agency of its professional obligation to correct, at its expense, any errors found in the work.
11. **Maintenance of Records.** The Agency shall maintain all financial and program records for a period of five (5) years from the date of final payment under this Agreement, for inspection by CCOG, CATS, the NCDOT, and the Comptroller General of the United States, or any of their duly authorized representatives. If any litigation, claim, negotiation, audit or other action involving the Agency's records has been started before the expiration of the five-

year period, the records must be retained until completion of the action and resolution of all issues which arise from it.

12. **Compliance with Requirements of CCOG, Federal Transit Administration, CATS, and North Carolina Division of Department of Transportation.** The Agency agrees that it is fully cognizant of the rules and regulations promulgated pursuant to Section 5310 of the Federal Transit Administration, specifically including without limitation FTA Circular 4220.1F, and that all services will be performed in strict compliance with such existing regulations and any such regulations validly promulgated subsequent to the execution of this agreement. The Agency shall be bound by the applicable terms and conditions of **Exhibits A-E**. The parties acknowledge that there may be overlap and redundancy in the terms and conditions articulated in those Exhibits. In the event of a conflict between requirements imposed under **Exhibits A and B**, and those imposed under **Exhibits D, E or F**, the latter shall take precedence. Furthermore, in the event of a conflict between requirements imposed by **Exhibit D** and those imposed by **Exhibit E or F**, the requirements of **Exhibit D** shall control for all Services except those relating to marketing and outreach to recruit volunteer drivers in the CATS urbanized area, where **Exhibit E's** requirements shall control, or relating to marketing and outreach to recruit volunteer drivers in the Concord urbanized area, where **Exhibit F's** requirements shall control. In particular:

a. The Agency agrees that it is bound as "Contractor" in the following clause required under the terms of Exhibit D in which "Project" is as identified in Exhibit D and "Agreement for the Project" is Exhibit D:

"In connection with performance of the Project, the Contractor agrees, that, absent the Federal/State Government's express written consent, the Federal/State Government shall not be subject to any obligations or liabilities to any sub recipient, third party contractor, lessee or other person or entity that is not a party to this Agreement for the Project. Notwithstanding that the Federal/State Government may have concurred in or approved any solicitation, sub agreement, or third party contract, the Federal/State Government has no obligations or liabilities to such entity, including any sub recipient, third party contractor, or lessee."

b. The Agency agrees that the requirements imposed on CCOG under its Grant Agreements with NCDOT, CATS and Concord that apply to CCOG's responsibilities that are being undertaken by Agency on CCOG's behalf under this Agreement apply to the Agency and its performance under this Agreement.

c. The Agency agrees that it will comply with all provisions regarding contracting any or all of its services to third party contractors. These include, without limitation:

i. Following applicable federal and state procurement procedures;

ii. Inclusion in the contract language of required compliance and "flow-down" provisions to ensure compliance at any lower tier, including without limitation provisions regarding:

1. Compliance with all applicable federal and state laws, regulations, and directives, specifically including without limitation FTA Circular 4220.1F;

2. Extension to the third party contractor of any requirements made of CCOG under its Grant Agreements with NCDOT, CATS, or Concord that pertain to the responsibilities under those Grant Agreements that are being undertaken on CCOG's behalf by Agency and contractually delegated to the third party (as specified in Section 6.d.2.a of Exhibit D);

3. Awarding to Responsible Contractors not Debarred or Suspended, as specified in Sections 7.C and 16.v of Exhibit D, Section 32.9 of Exhibit E, and Section 32.12 of Exhibit F;

4. Restrictions on Lobbying & Lobbying Disclosure Requirements (49 CFR 20);
  5. Criminal Fraud (49 CFR 29 Subpart C);
  6. Civil Rights Laws, as specified in Section 13 of Exhibit D, Section 32.8 of Exhibit E, and Sections 19 and 32.13 of Exhibit F;
  7. Employee Protections (Contract Work Hours and Safety Standards Act as amended, 29 CFR 5, and the Fair Labor Standards Act);
  8. Disadvantaged Business Enterprises (Section 32.9 of Exhibit E, and Section 19 of Exhibit F);
  9. Energy Conservation (Section 32.11 of Exhibit E, and Section 32 of Exhibit F);
  10. ADA Access (Section 32.28 of Exhibit E, and Section 19 of Exhibit F);
- d. The Agency agrees that prior to commencing any work under this Agreement, it will comply with the insurance requirements of Section 17 of CCOG's Grant Agreement with CATS (Exhibit E) as they apply to CCOG's subcontractors; and,
  - e. The Agency agrees to comply with the provisions under Exhibit D concerning Records Retention and Access (Section 11), Clean Air and Water (Section 16) and Environmental Protection (Section 25).
13. **Data to be Furnished to the Agency.** All information which is existing, readily available to CCOG without cost and reasonably necessary, as determined by CCOG's staff, for the performance of this Agreement by the Agency shall be furnished to the Agency without charge by CCOG. CCOG, its agents and employees, shall fully cooperate with the Agency in the performance of the Agency's obligations under this Agreement.
14. **Rights in Documents, Materials and Data Produced.** Agency agrees that at the discretion of CCOG, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of CCOG upon termination or completion of the work. Both CCOG and the Agency shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes sound recordings, or other graphic and electronic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Agency.
15. **Identification of Document.** All reports, and other documents completed as part of this Agreement shall bear on title pages of such report, or document, the following legend:
- "Prepared by \_\_\_\_\_ under contract with Centralina Council of Governments", filling in the blank with Agency's name. The date (month and year) in which the document was prepared and source of grant funds shall also be shown.
16. **Interest of Members of CCOG and Others.** No officer, member or employee of CCOG, and no public official of any local government which is affected in any way by the Services who exercises any function or responsibilities in the review or approval of the Services or any component part thereof, shall participate in any decisions relating to this Agreement which may affect his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Agreement or the proceeds arising there from.
17. **Officials Not to Benefit.** No member of or delegate to the Congress of the United States of America or the General Assembly of the State of North Carolina, resident Commissioner

or employee of the United States Government or the North Carolina State Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.

18. **Prohibition Against Use of Funds to influence Legislation.** No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the Agency to engage in any activity designed to influence legislation or appropriations pending before Congress.
19. **Certification Regarding Nondiscrimination.** The Agency certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, and with related US DOT regulations at 49 CFR 21;
  - (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § § 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
  - (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps;
  - (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § § 6101-6107), which prohibits discrimination on the basis of age;
  - (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
  - (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and
  - (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Agency shall make no distinction because of race, color, handicap, religion, sex or national origin in providing to eligible individuals any services or other benefits under projects financed in whole or in part with funds provided under this Agreement. (This provision excludes age since these funds are allocated to serve only older persons by design and by law.) The Agency shall comply, and assures compliance by any contractor or subgrantee receiving funds through this Agreement, with the Americans with Disabilities Act of 1990, and with requirements contained in applicable federal regulations, guidelines and rules to ensure a policy of nondiscrimination for service recipients, employees and applicants for employment. The Agency agrees to comply with such guidelines as CCOG or the North Carolina Division of Aging and Adult Services may issue to implement the requirements of this paragraph.

20. **Audit and Audit/Assessment Resolutions and Disallowed Costs.** As a non-government, non-profit entity, the Agency agrees to comply with the financial reporting requirements of NC GS 143C-6-23 as outlined in the chart below, based on the annual total of all state and federal funds received by the Agency. If that includes a requirement to have an annual independent audit, the audit must be conducted in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Department of Transportation Audit Guide for Services and Federal Office of Budget and Management (OMB) Circular A-122.

If any Agency subcontractor under this Agreement is a governmental entity, such entity is subject to the provisions of the requirements of OMB Circular A-122 and the NC Single Audit Implementation Act of 1987. Non-government agencies subcontracted to Agency under this Agreement must comply with GS 143C-6-23 as outlined in Chart 1 below.

It is further understood that the Agency is responsible to CCOG for clarifying any audit exceptions that may arise from any assessment, Agency single or financial audit, or audits conducted by the State or Federal Governments. In the event CCOG, CATS, or the NCDOT disallows any expenditure of grant funds made by the Agency for any reason, the Agency shall promptly reimburse such funds to CCOG. CCOG may also withhold future payments under this or any other contract with the Agency until the audit exceptions are cleared.

Information on audit and fiscal reporting requirements can be found at <http://www.ncauditor.net/webproject/default.asp?nonprofit>. Particular attention should be given to:

- Memorandum NGO-1: "Grantee Receipt and Expenditure Reports"
- Memorandum NGO-2: "Grantee Audit Reports"
- Memorandum NGO-3: "Questions and Answers"

**CHART 1  
NON PROFIT ONLY  
Required State Grants Reporting**

\$1 - \$24,999	\$25,000 - \$499,999	\$500,000+ in State Funds AND Federal pass through funds in an amount less than \$500,000	\$500,000+ in State finds AND \$500,000 in Federal Pass through funds	Less than \$500,000 in State funds AND \$500,000 in Federal pass thru funds
Certification Form	Certification Form	Certification Form	Certification Form	Certification Form
Brief accounting and program activities and accomplishments	More detailed accounting (schedule of receipts and expenditures)	Audit and Schedule of Awards (usually included in audit)	Audit and Schedule of Awards (usually included in audit)	Audit and Schedule of Awards (usually included in audit)
State Grants Compliance Reporting: <= \$25,000	State Grants Compliance Reporting: >=\$25,000	State Grants Compliance Reporting: >=\$25,000	State Grants Compliance Reporting: >=\$25,000	State Grants Compliance Reporting: >=\$25,000
N/A	Schedule of Grantee Receipts >\$25,000 or more and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/ GAS	Schedule of Grantee Receipts >\$25,000 or more and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/ GAS	Schedule of Grantee Receipts >\$25,000 or more and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/ GAS	Schedule of Grantee Receipts >\$25,000 or more and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/ GAS
Due within six (6) months of entity's fiscal year to CCOG	Due within six (6) months of entity's fiscal year to CCOG	Due within nine (9) months of entity's fiscal year to CCOG	Due within nine (9) months of entity's fiscal year to CCOG	Due within nine (9) months of

		and Office of the State Auditor	and Office of the State Auditor	entity's fiscal year to CCOG and Office of the State Auditor
N/A	Separate program activities and accomplishments	Program activities and accomplishments	Program activities and accomplishments	Program activities and accomplishments
Funds Not Allowed for Cost of Audit	Funds Not Allowed for Cost of Audit	May use State Funds for Cost of Audit but NOT Federal Funds	May use State AND Federal Funds for Cost of Audit	May use Federal Funds for Cost of Audit but NOT State Funds

21. **Indemnity.** To the extent permitted by law, the Agency agrees to indemnify and save harmless CCOG, its agents and employees from and against any and all loss, cost, damages, expense and liability caused by the failure of the Agency to fully perform its obligation under this agreement and in accordance with its terms.
22. **Changes.** CCOG may require changes in the work and services which the Agency is to perform hereunder. Such changes, including any increase or decrease in the amount of the Agency's compensation, which are mutually agreed upon by and between CCOG and the Agency, shall be incorporated in written amendments to this Agreement.
23. **Termination of Agreement for Cause.** If through any cause, the Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Agency has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, CCOG shall therefore have the right to terminate this Agreement by giving written notice to the Agency of such termination and specifying the effective date thereof. In such event, all finished documents and other materials collected or produced under this Agreement shall, at the option of CCOG, become CCOG's property. The Agency shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement, except to the extent such work must be duplicated or re-performed in order to complete the Agreement. Notwithstanding the foregoing, the Agency shall not be relieved of liability to CCOG for damages sustained by CCOG by virtue of any breach of this Agreement by the Agency and CCOG may withhold payment of any additional sums as security for payment of damages caused by the Agency's breach, until such time as the exact amount of the damages resulting from such breach is determined.
24. **Termination for Convenience.** CCOG may terminate this Agreement for the convenience of CCOG at any time by giving written notice to the Agency of such termination and specifying the date thereof, no fewer than fifteen (15) days prior to the effective date of such termination. In that event, all finished or unfinished documents and other materials produced or collected shall, at the option of CCOG, become the property of CCOG. If this Agreement is terminated by CCOG as provided in this paragraph, the Agency will be paid the grant reimbursement percentage, described in paragraph 5, of the actual allowable expenses that have been incurred by the Agency prior to the effective date of such termination, less payments of compensation previously made by CCOG. Provided, however, if this Agreement is terminated because of default by the Agency the provisions of paragraph 23 hereof, "Termination of Agreement for Cause", shall prevail.
25. **Required Certifications.** The Agency certifies by signing this Agreement, that:
- a. Either prior to or concurrent with execution of this Agreement, it has provided CCOG with signed and notarized certifications completed to CCOG's satisfaction, as



required under Attachments A, B, E, and F of Exhibit A's Federal and State Requirements and Special Conditions. Respectively, these are :

- i. Certification Regarding Lobbying;
  - ii. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion / Lower Tier Covered Transaction;
  - iii. Affidavit of Compliance with NC E-Verify Statutes; and,
  - iv. Iran Divestment Act Certification.
- b. It is in compliance, and agrees to remain in compliance, with the Substance Abuse provisions of Section 31 of CCOG's Grant Agreement with NCDOT (Exhibit D).

**26. Applicable Law.** This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

**27. Breaches and Dispute Resolution.** For all disputes concerning the work performed pursuant to Exhibit E, the parties are bound by the terms of Section 22 of Exhibit E.

**IN WITNESS WHEREOF,** this Agreement has been executed by each party's duly authorized representative as of the date below each such representative's signature.

**For CCOG:**

**For Agency:**

\_\_\_\_\_  
Jim Prosser, Executive Director  
Centralina Council of Governments

\_\_\_\_\_  
[Name], [Title]  
[Agency Name].

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

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

*"This instrument has been pre-audited in the manner required by the North Carolina Local Government Finance Act."*

\_\_\_\_\_  
*Marsha Sutton, CCOG Finance Officer*

*"This instrument has been approved as to form as required by CCOG policy."*

\_\_\_\_\_  
*William H. McNair, CCOG legal counsel*

**Exhibit A**

**FY18 VTS Request For Proposals**

*(will be incorporated into the final contract document here)*

**Exhibit B**

**Subcontractor's Proposal Narrative**

*(will be incorporated into the final contract document here)*

**Exhibit C**

**Subcontractor's VTS Operations Budget**

*(will be incorporated into the final contract document here)*

**Exhibit D**  
**NCDOT Grant Agreement**

*(Attached)*

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

NONURBANIZED AREA  
PUBLIC TRANSPORTATION  
GRANT AGREEMENT FOR  
PUBLIC BODY  
NEW FREEDOM  
PROGRAM – SECTION 5317

**NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION**

**CFDA NUMBER: 20.521**

and

**CENTRALINA COUNCIL OF  
GOVERNMENTS**

**PROJECT NUMBER: 18-NF-912**

\*\*\*\*\*

THIS AGREEMENT made this the 31 day of August, 2017, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **CENTRALINA COUNCIL OF GOVERNMENTS** (acting in its capacity as the designated Section 5317 recipient hereinafter referred to as the "Contractor").

WHEREAS, Chapter 53 of 49 U.S.C. app 5317 et seq provides federal administrative, operating, and capital assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the State; and

WHEREAS, the purpose of 49 U.S.C. 5317 is to provide new public transportation services and public transportation alternatives beyond those required by the Americans With Disabilities Act (ADA), including transportation to and from jobs and employment support services 49 U.S.C. 5317; and

WHEREAS, the Contractor has been designated as the recipient of 49 U.S.C. 5317 funds; and

WHEREAS, 49 U.S.C. 5317 (D) requires that projects selected for funding be derived from a locally developed, coordinated public transit-human services transportation plan and;

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes (N.C.G.S.) designated the Department of Transportation as the agency of the State of North Carolina responsible for administering all Federal and/or State programs relating to public transportation, and granted the Department authority to do all things required under applicable Federal and/or State legislation to properly administer the public transportation within the State of North Carolina; and

WHEREAS, the Governor of North Carolina, in accordance with Section 5317 of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU), Public Law 109-59, August 10, 2005, and the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21), Public Law 105-178, September 2007, as amended, has designated the North Carolina Department of Transportation as the agency to receive and administer Federal funds under this program; and

WHEREAS, in order to assist in providing transportation services, the Department, under the terms of this Agreement shall make grants of operating and capital assistance to the Contractor to support new public transportation services beyond those required by the Americans with Disabilities Act of 1990 (ADA)

WHEREAS, the Department shall make grants to support new public transportation alternatives beyond the ADA that include the cost associated with Mobility Management;

WHEREAS, the Department and the Contractor desire to secure and utilize Section 5317 grant funds and State funds for the above referenced purposes.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Department and the Contractor agree as follows:

**Section 1. Purpose of Agreement.** The purpose of this Agreement is to encourage services and facility improvements to address the transportation needs of persons with disabilities that go beyond those required by the Americans with Disabilities Act as described in the project application (hereinafter referred to as "Project") properly prepared, endorsed, approved, and transmitted by the Contractor to the Department, and to state the terms, conditions, and mutual undertakings of the parties as to the manner in which the Project will be undertaken and completed.

**Section 2. Project Implementation.** The Contractor agrees to carry out the Project in the manner set forth in the Grantee's final application, for the amounts set forth in the Approved Project Budget, a copy of which is attached hereto and incorporated herein as Exhibit "A" , and in accordance with the requirements of this Agreement and all applicable laws and regulations. The Project, which is described in more detail in the plans, specifications and schedules set forth in the Grantees final approved application is generally described as follows:

a. **Scope of Project.** **Centralina Council of Governments will use funds to support staff positions and continue to transport the elderly and disabled to medical appointments, attend social and recreational activities, gain access to nutritional needs and maintain employment throughout the county..** The Contractor shall undertake and complete the nonurbanized area public transportation services in accordance with the procedures and guidelines set forth in this Agreement and in the following documents:

- (1) Federal Transit Administration (hereinafter referred to as "FTA") Circular 9045.1, dated May 1, 2007, at:  
([www.fta.dot.gov/documents/FTA\\_circulars\\_9045.1\\_New.pdf](http://www.fta.dot.gov/documents/FTA_circulars_9045.1_New.pdf)) ;
- (2) FTA Master Agreement, dated October 1, 2014, Document Number FTA MA (21), at [www.fta.dot.gov/documents/21-Master.doc](http://www.fta.dot.gov/documents/21-Master.doc);
- (3) The State Management Plan for Federal and State Transportation Programs (hereinafter referred to as "State Management Plan");
- (4) The Section 5317 grant application for financial assistance; and  
The Coordinated Public Transit Human Services Transportation Plan (Locally Coordinated Plan).for **Mecklenburg County**.

The aforementioned documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department in accordance with the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the Department or the Contractor that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

b. **No Federal/State Government Obligations to Third Parties.** In connection with performance of the Project, the Contractor agrees that, absent the Federal/State Government's express written consent, the Federal/State Government shall not be subject to any obligations or liabilities to any sub recipient, third party contractor, lessee or other person or entity that is not a party to this Agreement for the Project. Notwithstanding that the Federal/State Government may have concurred in or approved any solicitation, sub agreement, or third party contract, the Federal/State Government has no obligations or liabilities to such entity, including any sub recipient, third party contractor, or lessee.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

c. **Changes in Project Performance (i.e., Disputes, Breaches, Defaults, or Litigation).** The Contractor agrees to notify the Department immediately, in writing, of any change in local law,

conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Contractor's ability to perform the Project as provided in this Agreement for the Project. The Contractor also agrees to notify the Department immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations; and agrees to inform the Department, also in writing, before naming the Federal or State Government as a party to litigation for any reason, in any forum.

d. Limitations of Agreement. This Agreement shall be subject to the availability of Federal and State funds, and contingent upon the terms and conditions of the Master Agreement between the FTA and the Department.

**Section 3. Project Budget/Cost of Project.** The total cost of the Project approved by the Department is **THREE HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED TWENTY DOLLARS (\$326,320)** as set forth in the Project Description and Budget, incorporated into this Agreement as Appendix A. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible operating and capital expenses. The Contractor hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares). The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost. The Contractor shall initiate and prosecute to completion all actions necessary to enable it to provide its share of the Project costs at the time directed. All of the local match must be provided from sources other than federal funds.

Mobility WBS	Mobility Total	Mobility Federal (80%)	Mobility State (10%)	Mobility Local (10%)
51000.32.1.3	\$326,320	\$261,056	\$32,632	\$32,632
<b>AGREEMENT #</b>				
<b>Project Total</b>	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$326,320	\$261,056	\$32,632	\$32,632

**Section 4. Period of Performance.** This Agreement shall commence upon the date of execution, unless specific written authorization from the Department to the contrary is received. The period of performance for all expenditures shall extend from **JULY 1, 2017 to JUNE 30, 2018**, unless written authorization to the contrary is provided by the Department. **Any requests to change the Period of Performance must be submitted 60 days before the end of the current Performance Period and in accordance with the policies and procedures established by the Department or FTA.** The Contractor shall commence, carry on, and complete the approved Project with all practicable dispatch, in a sound, economical, and efficient manner.

**Section 5: Contractor's Capacity**

a. The Contractor agrees to maintain sufficient legal, financial, technical, and managerial capability to:

- (1) Plan, manage, and complete the Project;
- (2) Carry out the safety and security aspects of the Project; and



(3) Comply with the terms of this agreement, the Master Agreement between the FTA and the Department, the Approved Project Budget, the Project schedules, and applicable Federal and State laws, regulations, and directives.

d. Administrative Requirements. The Contractor agrees to comply with the following Federal and State administrative requirements:

- (1) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," 49 C.F.R. Part 19 at (<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>).
- (2) Title 9 North Carolina Administrative Code (N.C.A.C.) Subchapter 3M at (<http://reports.oah.state.nc.us/ncac.asp>).
- (3) Title 19A N.C.A.C Subchapter 5B at (<http://reports.oah.state.nc.us/ncac.asp>).

e. Application of Federal, State, and Local Laws, Regulations, and Directives. To achieve compliance with changing federal requirements, the Contractor makes note that federal, state and local requirements may change and the changed requirements will apply to this Agreement as required.

f. Contractor's Primary Responsibility to Comply with Federal and State Requirements. Irrespective of involvement by any other participant in the Project, the Contractor agrees that it, rather than the participant, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, the Master Agreement between the FTA and the Department, and this Agreement, except to the extent that the Department determines otherwise in writing. Unless otherwise authorized in writing by the Department, the Contractor shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Further, the Contractor shall incorporate the provisions of this Agreement into any lease arrangement and shall not enter into any lease arrangement without the prior concurrence of the Department. Any lease approved by the Department shall be subject to the conditions or limitations governing the lease as set forth by the FTA and the Department. If the Contractor leases any Project asset to another party, the Contractor agrees to retain ownership of the leased asset, and assure that the Lessee will use the Project asset to provide mass transportation service, either through a "Lease and Supervisory Agreement" between the Contractor and Lessee, or another similar document. The Contractor agrees to provide a copy of any relevant documents.

## **Section 6. Subcontractors and Lessees**

a. Significant Participation by a Third Party Contractor. Although the Contractor may enter into a third party contract, after obtaining approval from the Department, in which the third party contractor agrees to provide property or services in support of the Project, or even carry out Project activities normally performed by the Contractor (such as in a turnkey contract), the Contractor agrees that it, rather than the third party contractor, is ultimately responsible to the Department for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that FTA or the Department determines otherwise in writing.

b. Significant Participation by a Subcontractor. Although the Contractor may delegate any or almost all Project responsibilities to one or more subcontractors, the Contractor agrees that it, rather than the subcontractor, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that FTA or the Department determines otherwise in writing.

c. Significant Participation by a Lessee of a Contractor. Although the contractor may lease project property and delegate some or many project responsibilities to one or more lessees, the Contractor agrees that it, rather than any lessee, is ultimately responsible

for compliance with all applicable Federal laws, regulations, and directives, except to the extent that FTA or the Department determines otherwise in writing.

d. Contractor's Responsibility to Extend Federal and State Requirements to Other Entities.

(1) Entities Affected. Only entities that are signatories to this Agreement for the Project are parties to this agreement. To achieve compliance with certain Federal and State laws, regulations, or directives, however, other Project participants, such as sub recipients, third party contractors, lessees, or other, will necessarily be involved. Accordingly, the Contractor agrees to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent FTA or the Department determines otherwise in writing. In addition, if an entity other than the Contractor is expected to fulfill responsibilities typically performed by the Contractor, the Contractor agrees to assure that the entity carries out the Contractor's responsibilities for the Project as set forth in this Agreement.

(2) Documents Affected. The applicability provisions of Federal and State laws, regulations, and directives determine the extent to which their provisions affect a Project participant such as a sub recipient, lessee, third party contractor, or other. Thus, the Contractor agrees to use a written document to ensure that each entity participating in the Project complies with applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing. In addition, the Contractor also agrees to require its third party contractors, sub recipients, and lessees to include adequate provisions to ensure compliance with applicable Federal and State laws, regulations, and directives in each lower tier subcontract, sub agreement, and lease for the Project, except to the extent that FTA or the Department determines otherwise in writing. Additional requirements include the following:

(a) Third Party Contracts. Because Project activities performed by a third party contractor must comply with all applicable Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing, the Contractor agrees to include appropriate clauses in each third party contract stating the third party contractor's responsibilities under Federal and State laws, regulations, and directives, including any provisions directing the third party contractor to extend applicable requirements to its subcontractors at the lowest tier necessary. When the third party contract requires the third party contractor to undertake responsibilities for the Project usually performed by the Contractor, the Contractor agrees to include in that third party contract those requirements applicable to the Contractor imposed by the Grant Agreement for the Project or the FTA Master Agreement and extend those requirements throughout each tier except as the Department determines otherwise in writing. Additional guidance pertaining to third party contracting is contained in the FTA's "Best Practices Procurement Manual." FTA and the Department caution, however, that FTA's "Best Practices Procurement Manual" focuses mainly on third party procurement processes and may omit certain other Federal requirements applicable to the work to be performed.

(b) Sub agreements. Because Project activities performed by a subcontractor/ sub recipient must comply with all applicable Federal and State laws, regulations, and directives except to the extent that FTA or the Department determines otherwise in writing, the Contractor agrees as follows:

1 Written Sub agreement. The Contractor agrees to enter into a written agreement with each sub recipient (sub agreement) stating the terms and conditions of assistance by which the Project will be undertaken and completed.

2 Compliance with Federal Requirements. The Contractor agrees to implement the Project in a manner that will not compromise the Contractor's compliance with Federal and State laws, regulations, and directives applicable to the Project and the Contractor's obligations under this Agreement for the Project and the FTA Master Agreement. Therefore, the Contractor agrees to include in each sub agreement appropriate clauses

directing the sub recipient to comply with those requirements applicable to the Contractor imposed by this Agreement for the Project or the FTA Master Agreement and extend those requirements as necessary to any lower level sub agreement or any third party contractor at each tier, except as FTA or the Department determines otherwise in writing.

**Section 7. Ethics.**

a. Code of Ethics. The Contractor agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts, subagreements, or leases financed with Federal/State assistance. The Contractor agrees that its code or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party contractor, lessee, or sub recipient at any tier or agent thereof. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Contractor may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Contractor agrees that its code or standards shall also prohibit the its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Contractor agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, or its third party contractors or sub recipients or their agents.

1. Gifts. N.C.G.S. § 133-32 and Executive Order 24, of October 1, 2009 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this Agreement, Contractor attests, for its entire organization and its employees or agents, that it is not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of Contractor.

b. Conflict of Interest Policy. In accordance with N.C.G.S. 143-6.2(b1), the Contractor shall file with the Department a copy of Contractor's policy addressing conflicts of interest that may arise involving the Contractor's management, employees, and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Contractor's employees or members of its board or other governing body, from the Contractor's disbursing of Federal/State funds and shall include actions to be taken by the Contractor or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the Department may disburse the grant funds.

c. E-Verify Compliance. The contractor agrees that if it enters into any subcontracts in order to perform any of it's obligations under this contract, will require that the contractors and its sub-contractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64. The words contractors, subcontractors pertaining to E-Verify compliance shall have the meaning intended by N.C. Gen. Stat. 160A-20.1.

1. Personal Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall prohibit the Contractor's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or sub agreement supported by Federal/State assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or

agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.

2. Organizational Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub agreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or sub recipient or impair its objectivity in performing the contract work.

c. Debarment and Suspension.

This contract is a covered transaction for purposes of 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180.995 , or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940, 180.935 and 180.945.

The Contractor agrees to comply, and assures the compliance of each third party contractor, sub-recipient, or lessee at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension (Non-procurement)," 49 C.F.R. Part 29, Subpart C and 49CFR29, Subpart C in any lower tier covered transaction it enters into. The Contractor agrees to, and assures that its third party contractors, sub-recipients, and lessees will, review the Excluded Parties Listing System at ([www.epls.gov/](http://www.epls.gov/)) before entering into any contracts.

d. Bonus or Commission. The Contractor affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its Federal/State assistance application for the Project.

e. Lobbying Restrictions. The Contractor agrees that:

- (1) In compliance with 31 U.S.C. 1352(a), as amended by the Lobbying Disclosure Act of 1955, that Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies it will not use and has not used Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement;
- (2) It will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities, designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and
- (3) It will comply, and will assure the compliance of each sub-recipient, lessee, or third party contractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

f. Employee Political Activity. To the extent applicable, the Contractor agrees to comply with the provisions of the Hatch Act, 5 U.S.C. §§ 1501 through 1508, and 7324 through 7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. Part 151. The Hatch Act limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with Federal funds including a Federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. § 5307(k) (2) (B) and 23 U.S.C. § 142(g), the Hatch Act does not apply to a non-supervisory employee of a public transportation system

(or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act would not otherwise apply.

g. False or Fraudulent Statements or Claims. The Contractor acknowledges and agrees that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. By executing this Agreement for the Project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also understands that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government concerning the Project, the Federal/State Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal/State Government deems appropriate.

(2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal/State Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal/State Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal/State law to the extent the Federal/State Government deems appropriate. The Contractor agrees to comply with the requirements of 49 CFR29, Subpart C throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **Section 8. Project Expenditures & Reimbursement.**

a. General. The Department shall reimburse the Contractor for allowable costs for work performed for the operating and capital costs of the project, as specified in the approved project budget (Attachment A) under the terms of this Agreement financed with Federal Section 5317 funds and State and local matching funds. The Contractor shall expend funds provided in this Agreement in accordance with the approved Project Budget. It is understood and agreed that the work conducted pursuant to this Agreement shall be done on an actual cost basis by the Contractor. **Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. The Period Covered represents the monthly or quarterly timeframe in which the project reports expenditures to the Department.** All payments issued by the Department will be on a reimbursable basis unless the Contractor requests and the Department approves an advance payment. The Department allows grantees in good standing to request advance payment (prior to issuing payment to the vendor) for vehicles and other high-cost capital items. The Contractor agrees to deposit any advance payments into its account when received and issue payment to the vendor within 3 (three) business days. The amount of reimbursement from the Department shall not exceed the funds budgeted in the approved Project Budget. The Contractor shall initiate and prosecute to completion all actions necessary to enable the Contractor to provide its share of project costs at or prior to the time that such funds are needed to meet project costs. The Contractor shall provide its share of project costs from sources other than FTA and State funds from the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Contractor.

b. Payment and Reimbursement. The Contractor shall submit a request for reimbursement to the Department for the Period Covered not more frequently than monthly, nor

less frequently than quarterly, reporting on the Department's Uniform Public Transportation Accounting System (UPTAS) invoicing forms furnished by the Department for work performed under this Agreement. **Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. Failure to request reimbursement for expenses incurred within the Period Covered may result in non-payment. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period.**

Additional forms must be submitted with reimbursement requests to report on contracting activities with Disadvantaged Business Enterprise (DBE) firms. Invoices shall be supported by documentation of costs unless otherwise waived by the Department. All requests must be submitted within thirty (30) days following the end of the quarter.

Failure to request reimbursement for eligible projects costs as outlined may result in termination of the Project. Invoices shall be approved by the Department's Public Transportation Division and reviewed by the Department's External Audit Branch prior to payment.

e. Excluded Costs. The Contractor understands and agrees that, except to the extent the Department determines otherwise in writing, ineligible costs will be treated as follows:

(1) In determining the amount of Federal/State assistance the Department will provide, the Department will exclude:

- (a) Any Project cost incurred by the Contractor before the Effective Date of the Grant;
- (b) Any cost that is not included in the latest Approved Project Budget;
- (c) Any cost for Project property or services received in connection with a third party contract or sub agreement with a sub recipient that must be approved by the Department, or other arrangement required to be, but has not been, concurred in or approved in writing by the Department;
- (d) Any non-project cost consistent with the prohibitions of 49 U.S.C. § 5323(h); and
- (e) Any cost ineligible for FTA/Department participation as provided by applicable Federal/State laws, regulations, or directives.

(2) The Contractor shall limit reimbursement for meals, lodging and travel to the rates established by the State of North Carolina Travel Policy. Costs incurred by the Contractor in excess of these rates shall be borne by the contractor.

(3) The Contractor understands and agrees that payment to the Contractor for any Project cost does not constitute the Federal/State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Contractor of the terms of this Agreement. The Contractor acknowledges that the Federal/State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal/State Government determines that the Contractor is not entitled to receive any portion of the Federal/State assistance the Contractor has requested or provided, the Department will notify the Contractor in writing, stating its reasons. The Contractor agrees that Project closeout will not alter the Contractor's responsibility to return any funds due the Federal/State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal/State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal/State law or regulation, the Federal/State Government may recover any Federal/State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal/State Government may have against the Contractor.

f. Federal/State Claims, Excess Payments, Disallowed Costs, including Interest.

(1) Contractor's Responsibility to Pay. Upon notification to the Contractor that specific amounts are owed to the Federal/State Government, whether for excess payments of Federal/State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Contractor agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges.

(2) Amount of Interest. The Contractor agrees to remit to the Department interest owed as determined in accordance with N.C.G.S. 147-86.23. Upon notification to the contractor that specific amounts are owed to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Contractor agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges.

(3) Payment to FTA. Upon receipt of repayment from the Contractor, the Department shall be responsible to remit amounts owed to FTA.

g. De-obligation of Funds. The Contractor agrees that the Department may de-obligate unexpended Federal and State funds before Project closeout.

**Section 9. Accounting & Accounting Records.**

a. Cost Accounting System. The Contractor will be responsible for having an adequate cost accounting system, and the ongoing burden of proof of adequacy for such system shall be upon the Contractor. The Department will determine whether or not the Contractor has an adequate cost accounting system. Such determination shall be documented initially prior to payment of any invoices pursuant to the Agreement, and from time to time as deemed necessary by the Department. In the event of a negative finding during such determining proceedings, the Department may suspend, revoke, or place conditions upon its determination, and/or may recommend or require remedial actions as appropriate.

b. Establishment and Maintenance of Accounting Records. The Contractor shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Annual Budget and shall be reported to the Department in accordance with UPTAS.

c. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, as referenced in 49 C.F.R. 19, the Office of Management and Budget Circulars A-122, "Costs Principles for Nonprofit Organizations" and A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations."

d. Allowable Costs. Expenditures made by the Contractor shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

- (1) Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement;
- (2) Necessary in order to accomplish the Project;
- (3) Reasonable in amount for the goods or services purchased;
- (4) Actual net costs to the Contractor, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to N.C.G.S. 105-164.14), rebates, or other items of value received by the Contractor that have the effect of reducing the cost actually incurred;
- (5) Incurred (and be for work performed) within the period of performance **and period covered** of this Agreement unless specific authorization from the Department to the contrary is received;

- (6) Satisfactorily documented;
- (7) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department; and
- (8) In compliance with U.S. DOT regulations pertaining to allowable costs at 49 C.F.R. § 18.22 or 490 C.F.R. §19.27, which regulations specify the applicability of U.S. Office of State Budget and Management (U.S. OMB) circulars and Federal Acquisition Regulation (FAR) provisions as follows:
  - (a1) U.S. OMB Guidance for Grants and Agreements, "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)", 2 C.F.R. Part 225, applies to Project costs incurred by a Contractor that is a State, local, or Indian Tribal government.
  - (b1) U.S. OMB Guidance for Grants and Agreements, "Cost Principles for Educational Institutions (OMB Circular A-21)", 2 C.F.R. Part 220, applies to Project costs incurred by a Contractor that is an institution of higher education.
  - (c1) U.S. OMB Guidance for Grants and Agreements "Cost Principles for Public Body (OMB Circular A-102)," C.F.R. Part 230, applies to Project costs incurred by a Contractor that is a public body.
  - (d1) FAR, at 48 C.F.R., Subpart 31.2, "Contracts with Commercial Organizations" applies to Project costs incurred by a Contractor that is a for-profit organization.

**Section 10. Reporting Requirements.**

The Federal Transit Administration (FTA) requires recipients of JARC funds to report on the performance of services funded under these programs. FTA has established overall program measures for JARC programs and instituted the reporting requirement as part of its JARC Circular (9050.1) which went into effect on May 1, 2007.a. Reports.

The Contractor shall submit to the Department a progress report and other such documentation that is requested by Department at a minimum quarterly. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Contractor shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Such reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.

(1). PROGRAM MEASURES. Contractors will submit reports to the Department that capture the overall program measures established by FTA that include gaps in service and ridership as defined below:

- a (a). Number of Jobs. Actual or estimated number of jobs that can be accessed as a result of geographic or temporal coverage of JARC projects, and
- b (b). Ridership: Actual or estimated number of rides (as measured by one-way trips)..



**Section 11. Record Retention & Access to Records.**

a. Record Retention. The Contractor and its third party contractors shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Contractor, or until all audit exceptions have been resolved, whichever is longer.

b. Access to Records of Contractor and Subcontractors. The Contractor shall permit and shall require its third party contractors to permit the Department, the North Carolina State Auditor, the Comptroller General of the United States, and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of the Contractor pertaining to the Project in accordance with the Title 19A N.C.A.C Subchapter 5B and N.C.G.S. 147-64.7. The Department shall reserve the right to reject any and all materials and workmanship for defects and incompatibility with Project Description or excessive cost. The Department shall notify the Contractor, in writing, if materials and/or workmanship are found to be unacceptable. The Contractor shall have ninety (90) days from notification to correct defects or to provide acceptable materials and/or workmanship. Failure by the Contractor to provide acceptable materials and/or workmanship, or to correct noted defects, shall constitute a breach of contract.

c. Project Closeout. The Contractor agrees that Project closeout does not alter the reporting and record retention requirements of this Section of this Agreement.

**Section 12. Project Completion, Audit, Settlement, and Closeout.**

a. Project Completion. Within ninety (90) calendar days following Project completion, the end of the Project's period of performance, or termination by the Department, the Contractor agrees to submit a final reimbursement request to the Department for eligible Project expenses.

b. Financial Reporting and Audit Requirements. In accordance with OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations," revised on June 27, 2003, N.C.G.S. 143-6.2, and Title 9 North Carolina Administrative Code (N.C.A.C.) Subchapter 3M.0205, the Contractor shall comply with all rules and reporting requirements established by statute or administrative rules.

Each unit of local government and public authority/body shall have its accounts audited as soon as possible after the close of each fiscal year by a certified public accountant or by an accountant certified by the North Carolina Local Government Commission (LGC) as qualified to audit local government accounts.

The sub recipient shall furnish NCDOT with a copy, in addition to any copies submitted to LGC, of the independent audit report within four months (by October 31) after fiscal year end. State agencies may not disburse funds to grantees that fail to comply with the reporting requirements.

Financial reporting and audit requirements shall be based on the following reporting thresholds:

(1) Less than \$25,000 - A grantee that receives, uses, or expends State (including federal funds passed through) funds in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by 9 N.C.A.C. Subchapter 3M including:

(a) A certification completed by the grantee Board and management stating that the State (including federal funds passed through) funds were received, used, or expended for the purposes for which they were granted; and

(b) An accounting of the State (including federal funds passed through) funds received, used, or expended.

All reporting requirements shall be filed with the funding agency within six months after the end of the grantee's fiscal year in which the State (including federal funds passed through) funds were received.

(2) \$25,000 up to \$500,000 - A grantee that receives, uses, or expends State (including federal funds passed through) funds in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by 9 N.C.A.C. Subchapter 3M including:

(a) A certification completed by the grantee Board and management stating that the State (including federal funds passed through) funds were received, used, or expended for the purposes for which they were granted;

(b) An accounting of the State funds received, used, or expended; and

(c) A description of activities and accomplishments undertaken by the grantee with the State (including federal funds passed through) funds.

The grantee must address the following areas in the Activities and Accomplishments Report:

- What were the original goals and expectations for this activity supported by this grant? If applicable, how have these goals and expectations been revised or refined during the course of the project?
- What has the activity accomplished with these grant funds? Include factual information to support conclusions and judgments about the activity's impact.

If the activity is a continuing one, briefly summarize future plans and funding prospects

All reporting requirements shall be filed with the funding agency within six months after the end of the grantee's fiscal year in which the State (including federal funds passed through) funds were received.

(3) \$500,000 or more - A grantee that receives, uses, or expends State (including federal funds passed through) funds and in the amount five hundred thousand dollars (\$500,000) or more within its fiscal year must comply with the reporting requirements established by 9 N.C.A.C. Subchapter 3M including:

(a) A certification completed by the grantee Board and management stating that the State (including federal funds passed through) funds were received, used, or expended for the purposes for which they were granted;

(b) An audit prepared and completed by a licensed Certified Public Accountant for the grantee consistent with the reporting requirement of 9 N.C.A.C. Subchapter 3M; and

(c) A description of activities and accomplishments undertaken by the grantee with the State (including federal funds passed through) funds.

All reporting requirements shall be filed with both the Department and the Office of the State Auditor within nine months after the end of the grantee's fiscal year in which the State (including federal funds passed through) funds were received.

The Contractor shall use the forms of the Office of State Budget and Management and of the Office of the State Auditor in making reports to the Department and the Office of the State Auditor. The Contractor agrees to make available and require its subcontractors to make available audit work papers in the possession of any auditor to the Department and the Office of State Auditor.

c. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with the provisions of 9 N.C.A.C. 3M.0205 are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in OMB Circular A-102 "Cost Principles for Public Body." The cost of any audit not conducted in accordance with this Subchapter is unallowable and shall not be charged to State or Federal grants.

d. Funds Owed to the Department. The Contractor agrees to remit to the Department any excess payments made to the Contractor, any costs disallowed by the Department, and any amounts recovered by the Contractor from third parties or from other sources, as well as any penalties and any interest required by Subsection 8f of this Agreement.

e. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Contractor has remitted the proper refund. The Contractor agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

**Section 13. Civil Rights.** The Contractor agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

a. Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each sub recipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each sub recipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21.

c. Equal Employment Opportunity. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier of the Project and each sub recipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Accordingly:

(1) General. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, 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) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each third party contractor at any tier or sub recipient at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

d. Disadvantaged Business Enterprises.

(1) Policy. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in *49 CFR Part 26* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Contractor is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements.

(2) Obligation. The Contractor, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Contractor shall comply with applicable requirements of *49 CFR Part 26* in the award and administration of federally assisted contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

(3) Goals. Even though specific DBE goals are not established for this project, the Department encourages the Contractor to have participation from DBE contractors and/or suppliers.

(4) Listing of DBE Subcontractors. The contractor, at the time the Letter of Interest is submitted, shall submit a listing of all known DBE contractors that will participate in the performance of the identified work. The participation shall be submitted on the Department's Form RS-2. In the event the contractor has no DBE participation, the contractor shall indicate this on the Form RS-2 by entering the word 'None' or the number 'zero' and the form shall be signed. Form RS-2 may be accessed on the website at <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

(5) Certified Transportation Firms Directory.

Real-time information about contractors doing business with the Department and contractors that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory/> in the address bar of your web browser. Only contractors identified as DBE certified in the Directory shall be listed in the proposal. The listing of an individual contractor in the Department's directory shall not be construed as an endorsement of the contractor's capability to perform certain work.

(6) Reporting Disadvantaged Business Enterprise Participation. When payments are made to Disadvantaged Business Enterprise (DBE) contractors, including material suppliers, contractors at all levels (Contractor, subconsultant or subcontractor) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the contractor has no DBE participation, the contractor shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Firm, sub consultant or subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

g. Access for Individuals with Disabilities. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of Section

504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Department determines otherwise in writing, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) 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;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

h. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 *et seq.*, and any subsequent amendments to these acts.

i. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the Department determines otherwise in writing, the Contractor agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 *et seq.*, January 22, 2001.

j. Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Department determines otherwise in writing.

i. Other Nondiscrimination Laws. The Contractor agrees to comply with all

applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Department determines otherwise in writing.

**Section 14. Planning and Private Enterprise.**

a. General. To the extent applicable, the Contractor agrees to implement the Project in a manner consistent with the plans developed in compliance with the Federal planning and private enterprise provisions of the following:

- (1) Federal Transit laws, specifically, 49 U.S.C. §§ 5317
- (2) Joint Federal Highway Administration (FHWA)/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, as amended by joint FHWA/FTA guidance, "SAFETEA-LU Deadline for New Planning Requirements (July 1, 2007)," dated May 2, 2006 [*clarifying Guidance on Implementation of SAFETEA-LU Planning Provisions*], and subsequent Federal directives implementing SAFETEA-LU, except to the extent FTA determines otherwise in writing;
- (3) Joint FHWA/FTA regulations, "Planning Assistance and Standards," 23 C.F.R. Part 450 and 49 C.F.R. Part 613 to the extent that those regulations are consistent with the SAFETEA-LU amendments to public transportation planning and private enterprise laws, and subsequent amendments to those regulations that may be promulgated; and
- (4) FTA regulations, "Major Capital Investment Projects," 49 C.F.R. Part 611, to the extent that those regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and any subsequent amendments to those Governmental and Private Nonprofit Providers of Nonemergency Transportation.
- (5) In addition to providing opportunities to participate in planning as described in Subsection 14a of this Agreement, to the extent feasible the Contractor agrees to comply with the provisions of 49 U.S.C. § 5323(k), which afford governmental agencies and nonprofit organizations that receive Federal assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.

c. Infrastructure Investment. During the implementation of the Project, the Contractor agrees to take into consideration the recommendations of Executive Order No. 12803, "Infrastructure Privatization," 31 U.S.C. § 501 note, and Executive Order No. 12893, "Principles for Federal Infrastructure Investments," 31 U.S.C. § 501 note.

**Section 15. Preference for United States Products and Services.** To the extent applicable, the Contractor agrees to comply with the following U.S. domestic preference requirements:

a. Buy America. The Contractor agrees to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661 to the extent those regulations are consistent with SAFETEA-LU provisions, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with SAFETEA-LU provisions, except to the extent that FTA or the Department determines otherwise in writing.

b. Cargo Preference-Use of United States-Flag Vessels. The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference-U.S.-Flag Vessels," 46 C.F.R. Part 381, to the extent those regulations apply to the Project.

c. Fly America. The Contractor understands and agrees that the Federal/State Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

**Section 16. Procurement.** To the extent applicable, the Contractor agrees to comply with the following third party procurement provisions:

a. Federal Standards. The Contractor agrees to comply with the third party procurement requirements of 49 U.S.C. chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with U.S. DOT third party procurement regulations of 49 C.F.R. §§ 19.40 through 19.48 and other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto, to the extent those regulations are consistent with SAFETEA-LU provisions; and Article 8 of Chapter 143 of the North Carolina General Statutes. The Contractor also agrees to comply with the provisions of FTA Circular 4220.1E, "Third Party Contracting Requirements," to the extent those provisions are consistent with SAFETEA-LU provisions and with any subsequent amendments thereto, except to the extent the Department or the FTA determines otherwise in writing. Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Contractor understands that the FTA "Best Practices Procurement Manual" is focused on third party procurement processes and may omit certain Federal requirements applicable to the third party contract work to be performed. The Contractor shall establish written procurement procedures that comply with the required Federal and State standards.

b. Full and Open Competition. In accordance with 49 U.S.C. § 5325(a), the Contractor agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by the Department and FTA.

c. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5325(h) by not using any Federal assistance awarded by FTA to support a procurement using exclusionary or discriminatory specifications.

d. Geographic Restrictions. The Contractor agrees that it will not use any State or local geographic preference, except State or local geographic preferences expressly mandated or as permitted by FTA. However, for example, in procuring architectural, engineering, or related services, the Contractor's geographic location may be a selection criterion, provided that a sufficient number of qualified firms are eligible to compete.

e. In-State Bus Dealer Restrictions. The Contractor agrees that in accordance with 49 U.S.C. § 5325(i), any State law requiring buses to be purchased through in-State dealers will not apply to purchases of vehicles acquired with funding authorized under 49 U.S.C. chapter 53.

f. Neutrality in Labor Relations. To the extent permitted by law, the Contractor agrees to comply with Executive Order No. 13202, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," Executive Order No. 13202, as amended by Executive Order No. 13208, 41 U.S.C. § 251 note, which among other things prohibits requirements for affiliation with a labor organization as a condition for award of any third party contract or subcontract for construction or construction management services, unless the Federal Government determines otherwise in writing.

g. Federal Supply Schedules. State, local, or nonprofit Recipients may not use Federal Supply Schedules to acquire federally assisted property or services except to the extent permitted by U.S. GSA, U.S. DOT, or FTA laws, regulations, directives, or determinations.

h. Force Account. The Contractor agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.

i. Department Technical Review. The Contractor agrees to permit the Department to review and approve the Contractor's technical specifications and requirements to the extent the Department believes necessary to ensure proper Project administration. The Contractor agrees to submit the following to the Department for its review and approval prior to solicitation:

(1) New/adapted specifications for equipment, supplies, apparatuses and new-type rolling stock. This requirement does not apply to equipment, supplies, or apparatuses with cost of less than \$30,000; or to Minivans; Conversion and Lift Vans; Center Aisle Vans and Standard Vans; and Light Transit Vehicles (Cutaway-type Bus).

(2) Drawings, designs, and/or description of work for construction, renovation, or facility improvement projects, including the purchase or construction of bus shelters.

j. Department Pre-award Approval. The Contractor agrees to submit procurement documents to the Department for its review and approval prior to award of a contract/subcontract under this Agreement for any of the following:

(1) All new-type rolling stock, excluding Minivans; Conversion and Lift Vans; Center Aisle Vans and Standard Vans; and Light Transit Vehicles (Cutaway-type Bus).

(2) All construction projects equal to or greater than \$30,000;

(3) Any "brand name" product or sole source purchase equal to or greater than \$3,000;

(4) Any contract/subcontract to other than apparent lowest bidder equal to or greater than \$3,000;

(5) Any procurement equal to or greater than \$90,000;

(6) Any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of \$90,000.

k. Project Approval/Third Party Contract Approval. Except to the extent the Department determines otherwise in writing, the Contractor agrees that the Department's award of Federal and State assistance for the Project does not, by itself, constitute pre-approval of any non-competitive third party contract associated with the Project.

l. Preference for Recycled Products. To the extent applicable, the Contractor agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and with subsequent Federal regulations that may be promulgated. Accordingly, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient.

m. Clean Air and Clean Water. The Contractor agrees to include in each third party contract and sub agreement exceeding \$100,000 adequate provisions to ensure that each Project participant will agree to report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," to not use any violating facilities, to report violations to the Department and the Regional U.S. EPA Office, and to comply with the inspection and other applicable requirements of:

(1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and



(2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.

n. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA or the Department determines otherwise in writing.

o. Rolling Stock. In acquiring rolling stock, the Contractor agrees as follows:

(1) Method of Acquisition. The Department's Public Transportation Division, through the North Carolina Department of Administration, Purchase and Contract Division, awards vehicle contracts for its grant recipients to purchase public transit vehicles. These vehicle contracts comply with FTA and State requirements. The Contractor will utilize these vehicle contracts to purchase public transit vehicles included in the Approved Budget for this Project. For public transit vehicles not included in these contracts, the Contractor shall conduct a competitive procurement process in accordance with this Agreement.

(2) Multi-year Options. In accordance with 49 U.S.C. § 5325(e)(1), the Contractor may not enter into a multi-year contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.

(3) Pre-Award and Post-Delivery Requirements. The Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663 and, when promulgated, any amendments to those regulations. The Contractor understands and agrees that to the extent the provisions of 49 U.S.C. § 5323(m), as amended by SAFETEA-LU conflict with FTA's implementing regulations, as currently promulgated, the provisions of 49 U.S.C. § 5323(m), as amended, prevail.

(4) Bus Testing. To the extent applicable, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

p. Bonding. For construction projects, the Contractor agrees to provide bid guarantee bond (5% of bid price) and performance and payment bonds (100% of contract price) and comply with any other construction bonding provisions as the Department may determine.

q. Architectural, Engineering, Design, or Related Services. For all architectural, engineering, design, or related services the Contractor shall use qualifications-based competitive proposal [Request for Qualifications (RFQ) in accordance with the Brooks Act] procedures. The Contractor shall follow applicable statutes, N.C.G.S. 143-64.31-34 and requirements set forth in FTA Circular 4220.1F, to retain a qualified, registered architect or professional engineer.

(1) The Contractor agrees to comply with qualifications-based competitive proposal procedures, which require:

- (a) An offeror's qualifications be evaluated;
- (b) Good faith effort to use minority-owned businesses;
- (c) Price be excluded as an evaluation factor;
- (d) Negotiations be conducted with only the most qualified offeror;  
and
- (e) Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable.

(2) Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) The Contractor acknowledges and agrees that qualifications-based competitive proposal procedures can only be used for procurement of the following services:

- (a) Program management;
  - (b) Construction management;
  - (c) Feasibility studies; and
  - (d) Preliminary engineering, design, architectural, engineering, surveying, mapping, and related services.
- (4) The Contractor also agrees to:
- (a) Include applicable Federal requirements and certifications in the solicitation;
  - (b) Submit procurement documents to the Department for its review and approval prior to the award of any contract for A&E services for the Project; and
  - (c) Maintain written documentation to support each step of the procurement process.

r. Design-Bid-Build Projects. The Design-Bid-Build method of construction is where there are separate contracts and procurement processes for the design and construction. Typically the designer coordinates the numerous prime contractors that are involved in the construction process. The Contractor may use design-bid-build procurements to implement its projects after it has complied with applicable Federal and State requirements and obtains approval from the Department prior to solicitation and award of the contract.

s. Design-Build Projects. The Design-Build method of construction is where a single contractor is given responsibility for both design and construction, thus eliminating an intermediate procurement step with possible time saving, and more effective coordination and opportunities for cost savings. Currently, this procurement method is not an allowable method of procurement by the State of North Carolina. The Contractor may request to use the design-build method as an "alternate" method. Submission of justification must be presented to the State Building Commission for a 2/3-majority vote of approval. One of the drawbacks of design-build is that the owner does not have an independent source (the A/E in traditional construction) overseeing design implementation and verifying conformance with the drawings and specifications.

t. Competitive Proposal/Request for Proposal (RFP). The competitive proposal/request for proposal (RFP) method of procurement is normally conducted with more than one source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed below.

(1) The Contractor agrees that the RFP Method may not be used in lieu of an invitation for bids (IFB) for:

- (a) Construction/repair work; or
- (b) Purchase of apparatus, supplies, materials or equipment.

(2) The Contractor agrees that the RFP method of solicitation may be used (in addition to or instead of any other procedure available under North Carolina law) for the procurement of information technology goods and services [as defined in N.C.G.S. 147-33.81(2)]. This applies to electronic data processing goods and services, telecommunications goods and services, security goods and services, microprocessors, software, information processing, office systems, any services related to the foregoing, and consulting or other services for design or redesign of information technology supporting business processes. The Contractor will comply with the following minimum requirements [N.C.G.S. 143-129.8]:

(a) Notice of the request for proposals shall be given in accordance with N.C.G.S. 143-129(b).

(b) Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.

(c) The Contractor may use procurement methods set forth in N.C.G.S. 143-135.9 in developing and evaluating requests for proposals.

(d) The Contractor may negotiate with any proposer in order to obtain a final contract that best meets the needs of the Contractor.

(e) Any negotiations shall not alter the contract beyond the scope of the original request for proposals in a manner that deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.

(f) Proposals submitted shall not be subject to public inspection until a contract is awarded.

(3) The Contractor agrees that the RFP method, in accordance with FTA Circular 4220.1F, under the guidelines of FTA "Best Practices Procurement Manual," should be used for procurements of professional services, such as consultants for planning activities and for transit system operations/management. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed in Subsections 16t(1) and 16t(2) of this Agreement. For all architectural, engineering, design, or related services, the Contractor agrees that the qualifications-based competitive proposal process shall be used (see Subsection 16q, this Agreement).

(4) When the RFP method is used for procurement of professional services, the Contractor agrees to abide by the following minimum requirements:

- (a) Normally conducted with more than one source submitting an offer (proposal);
- (b) Either fixed price or cost reimbursement type contract will be used;
- (c) Generally used when conditions are not appropriate for use of sealed bids;
- (d) Requests for proposals will be publicized;
- (e) All evaluation factors will be identified along with their relative importance;
- (f) Proposals will be solicited from an adequate number (3 is recommended) of qualified sources;
- (g) A standard method must be in place for conducting technical evaluations of the proposals received and for selecting awardees;
- (h) Awards will be made to the responsible firm whose proposal is most advantageous to the Contractor's program with price and other factors considered; and
- (i) In determining which proposal is most advantageous, the Contractor may award to the proposer whose proposal offers the greatest business value (best value) to the agency. "Best value" is based on determination of which proposal offers the best tradeoff between price and performance, where quality is considered an integral performance factor.

u. Award to Other than the Lowest Bidder. In accordance with Federal and State statutes, a third party contract may be awarded to other than the lowest bidder, if the award furthers an objective (such as improved long-term operating efficiency and lower long-term costs). When specified in bidding documents, factors such as discounts, transportation costs,

and life cycle costs will be considered in determining which bid is lowest. Prior to the award of any contract equal to or greater than \$2,500 to other than apparent lowest bidder, the Contractor shall submit its recommendation along with basis/reason for selection to the Department for pre-award approval.

v. Award to Responsible Contractors. The Contractor agrees to award third party contracts only to responsible contractors who possess potential ability to successfully perform under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Contracts will not be awarded to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities in accordance with the Federal debarment and suspension rule, 49 C.F.R. 29. For procurements over \$25,000, the Contractor shall comply, and assure the compliance of each third party contractor and sub recipient at any tier, with the debarment and suspension rule. FTA and the Department recommend that grantees use a certification form for projects over \$25,000, which are funded in part with Federal funds. A sample certification form can be obtained from the Department. The Contractor also agrees to check a potential contractor's debarment/suspension status at the following Web site: <http://epls.arnet.gov/>.

w. Procurement Notification Requirements. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more (in Federal funds), the Contractor agrees to:

- (1) Specify the amount of Federal and State funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services; and
- (2) Express the said amount as a percentage of the total costs of the planned acquisition.

x. Contract Administration System. The Contractor shall maintain a contract administration system that ensures that contractors/subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

y. Access to Third Party Contract Records. The Contractor agrees, and agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to the Federal and State awarding agencies or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. § 5325(g), and retain such documents for at least five (5) years after project completion.

#### **Section 17. Leases.**

a. Capital Leases. To the extent applicable, the Contractor agrees to comply with FTA regulations, "Capital Leases," 49 C.F.R. Part 639, and any revision thereto. All lease agreements must be approved by the Department prior to execution.

b. Leases Involving Certificates of Participation. The Contractor agrees to obtain the Department's concurrence before entering into any leasing arrangement involving the issuance of certificates of participation in connection with the acquisition of any capital asset.

**Section 18. Hold Harmless.** Except as prohibited or otherwise limited by State law or except to the extent that FTA or the Department determines otherwise in writing, upon request by the Federal or State Government, the Contractor agrees to indemnify, save, and hold harmless the Federal and State Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Contractor shall not be required to indemnify the Federal or State Government for any such liability caused by the wrongful acts of Federal or State employees or agents.

**Section 19. Use of Real Property, Equipment, and Supplies.** The Contractor understands and agrees that the Federal Government retains a Federal interest and the State Government retains a State interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. With respect to any Project property financed with Federal or State assistance under this Agreement, the Contractor agrees to comply with the following provisions of this Agreement, except to the extent FTA or the Department determines otherwise in writing:

a. Use of Project Property. The Contractor agrees to maintain continuing control of the use of Project property to the extent satisfactory to the Department. The Contractor agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Contractor unreasonably delay or fail to use Project property during the useful life of that property, the Contractor agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Contractor further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Contractor has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

b. General. The Contractor agrees to comply with the property management standards of 49 C.F.R. §§ 19.30 through 19.37, including any amendments thereto, and with other applicable Federal and State regulations and directives. Any exception to the requirements of 49 C.F.R. §§ 19.30 through 19.37 requires the express approval of the Federal Government in writing. The Contractor also consents to the Department's reimbursement requirements for premature dispositions of certain Project equipment, as set forth in Subsection 19 of this Agreement.

c. Maintenance & Inspection of Vehicles, Facilities and Other Project Equipment. The Contractor shall maintain all project equipment at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer. The Contractor shall register all vehicle maintenance activities in a Comprehensive Maintenance Record or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this Section of this Agreement and the State Management Plan. The Contractor shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Public Transportation Management System (PTMS).

d. Records. The Contractor agrees to keep satisfactory records pertaining to the use of Project property, and submit to the Department upon request such information as may be required to assure compliance with this Section of this Agreement.

e. Incidental Use. The Contractor agrees that:

(1) General. Any incidental use of Project property will not exceed that permitted under applicable Federal and State laws, regulations, and directives.

(2) Alternative Fueling Facilities. As authorized by 49 U.S.C. § 5323(p), any incidental use of its federally financed alternative fueling facilities and equipment by non-transit public entities and private entities will be permitted, only if the:

(a) Incidental use does not interfere with the Contractor's Project or public transportation operations;

(b) Contractor fully recaptures all costs related to the incidental use from the non-transit public entity or private entity;

(c) Contractor uses revenues received from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation; and

(d) Private entities pay all applicable excise taxes on fuel.

f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Contractor. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Contractor shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee.

g. Encumbrance of Project Property. The Contractor agrees to maintain satisfactory continuing control of Project property as follows:

(1) Written Transactions. The Contractor agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, sub agreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.

(2) Oral Transactions. The Contractor agrees that it will not obligate itself in any manner to any third party with respect to Project property.

(3) Other Actions. The Contractor agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Contractor's continuing control of the use of Project property.

h. Transfer of Project Property. The Contractor understands and agrees as follows:

(1) Contractor Request. The Contractor may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a local government authority to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the Federal Transit Administration and conforms with the requirements of 49 U.S.C. §§ 5334(h) (1) through 5334 (h) (3).

(2) Federal/State Government Direction. The Contractor agrees that the Federal or State Government may direct the disposition of, and even require the Contractor to transfer title to any Project property financed with Federal/State assistance under this Agreement.

(3) Leasing Project Property to Another Party.

(a) General. Prior to entering into any third party contract for leasing Project property to another party, the Contractor agrees to obtain approval from the Department. If the Contractor leases any Project property to another party, the Contractor agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, through a written lease between the Contractor and lessee. The Contractor agrees to use the standard lease agreement form provided by the Department and to provide a copy of the signed, executed lease agreement to the Department. In accordance with Subsection 6 of this Agreement, regardless of assignment of work to be completed under this Project or lease of Project assets to a third party, it is the Contractor's primary responsibility to comply with Federal and State requirements of this Agreement and assure the compliance of any third party contractors.

(b) Lease of Vehicles. The lease of vehicles acquired with financial assistance authorized for 49 U.S.C. 5317 to any third party is contingent upon approval of the Department. It is allowable to lease vehicles to another Community Transportation System providing general public service in the State of North Carolina, upon approval of the Department. It is also allowable for vehicles to be leased to a third party operator or transportation management company that operates the transit service within a county/region

under contract to the Contractor, upon approval of the Department. The Contractor agrees to use the vehicle lease agreement provided by the Department when vehicles are leased, even if on a short-term basis, to another Community Transportation System or a management company. The Contractor agrees to obtain written approval from the Department before the lease is executed and forward a copy of the signed, executed lease agreement to the Department. The Contractor, as a Community Transportation System, shall not lease vehicles to human service agencies, county agencies/government, community agencies or school systems. The Contractor agrees not to loan vehicle(s) to other agencies/individuals for short-term use, even during hours that the transportation system is not providing service, as the vehicle(s) will generally be used to provide service that is "closed-door," i.e., not open to the general public.

i. Disposition of Project Property. With prior Department approval, the Contractor may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. § 5334(h)(4). The Contractor also agrees that the Department shall determine "useful life" for all Project property and that the Contractor will use Project property continuously and appropriately throughout the useful life of that property. Upon the end of the period of useful life, the Contractor may dispose of Project property after notifying and receiving disposition instructions from the Department.

(1) Project Property Whose Useful Life Has Expired. When the useful life of Project property has expired, the Contractor agrees to comply with the Department's disposition requirements.

(2) Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Contractor agrees as follows:

(a) Notification Requirement. The Contractor agrees to notify the Department immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.

(b) Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The Contractor agrees that the Federal/State Government retains a Federal/State interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal/State interest in the Project property shall be determined by the ratio of the Federal/State assistance awarded for the property to the actual cost of the property. The Contractor agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:

1. Equipment and Supplies. The Contractor agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment or supplies as established by the Department. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, or the amount of insurance coverage, whichever is greater.

2. Real Property. The Contractor agrees that the fair market value of real property shall be determined either on the basis of competent appraisal based on an appropriate date approved by the Department, as provided by 49 C.F.R. Part 24, or by straight line depreciation of improvements to real property coupled with the value of the land as determined on the basis of appraisal, or other Federal/state law or regulations that may be applicable.

3. Exceptional Circumstances. The Contractor agrees that

the Department may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Contractor may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Department may consider any action taken, omission made, or unfortunate occurrence suffered by the Contractor with respect to the preservation of Project property withdrawn from appropriate use.

(c) Financial Obligations to the Federal/State Government. The Contractor agrees to remit to the Department the Federal and State interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In turn, the Department shall be responsible to remit the Federal interest to the FTA. In the case of fire, casualty, or natural disaster, the Contractor may fulfill its obligations to remit the Federal and State interest by either:

1. Investing an amount equal to the remaining Federal and State interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal/State assistance for the Project property prematurely withdrawn from use; or
2. Returning to the Department an amount equal to the remaining Federal and State interest in the withdrawn Project property.

j. Insurance Proceeds. If the Contractor receives insurance proceeds as a result of damage or destruction to the Project property, the Contractor agrees to:

- (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
- (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.

k. Transportation - Hazardous Materials. The Contractor agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packagings," 49 C.F.R. Part 173, in connection with the transportation of any hazardous materials.

l. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Contractor's knowledge and consent, the Contractor agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.

m. Responsibilities after Project Closeout. The Contractor agrees that Project closeout by the Department will not change the Contractor's Project property management responsibilities as stated in Section 19 of this Agreement, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

## **Section 20. Insurance & Real Property.**

The Contractor shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout



the useful life. The Contractor shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Contractor to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement.

In addition, other insurance requirements may apply, the Contractor agrees as follows:

a. Minimum Requirements. At a minimum, the Contractor agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

b. Flood Hazards. To the extent applicable, the Contractor agrees to comply with the flood insurance purchase provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction or an acquisition having an insurable cost of \$10,000 or more.

**Section 21. Relocation**. When relocation of individuals or businesses is required, the Contractor agrees as follows:

a. Relocation Protections. The Contractor agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, which provide for fair and equitable treatment of persons displaced and persons whose property is acquired as a result of Federal and federally assisted programs. [See, new U.S. DOT final rule, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, at 70 Fed. Reg. 590 et seq., January 4, 2005.] These requirements apply to relocation in connection with all interests in real property acquired for the Project regardless of Federal participation in the costs of that real property.

b. Nondiscrimination in Housing. In carrying out its responsibilities to provide housing that may be required for compliance with Federal relocation requirements for individuals, the Contractor agrees to comply with Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601 et seq., and with Executive Order No. 12892, "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing," 42 U.S.C. § 3608 note.

c. Prohibition Against Use of Lead-Based Paint. In undertaking construction or rehabilitation of residential structures on behalf of individuals affected by real property acquisition in connection with implementing the Project, the Contractor agrees that it will not use lead-based paint, consistent with the prohibitions of Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b), and the provisions of U.S. Housing and Urban Development regulations, "Lead-based Paint Poisoning in Certain Residential Structures."

**Section 22. Real Property**. For real property acquired with Federal assistance, the Contractor agrees as follows:

a. Land Acquisition. The Contractor agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and with U.S. DOT regulations,

"Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24. [See, new U.S. DOT final rule, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, 70 Fed. Reg. 590 et seq., January 4, 2005.] These requirements apply to all interests in real property acquired for Project purposes regardless of Federal participation in the cost of that real property.

b. Covenant Assuring Nondiscrimination. The Contractor agrees to include a covenant in the title of the real property acquired for the Project to assure nondiscrimination during the useful life of the Project.

c. Recording Title to Real Property To the extent required by FTA and the Department, the Contractor agrees to record the Federal and/or State's interest in title to real property used in connection with the Project and/or execute at the request of the Department any instrument or documents evidencing or related to the State's interest in the Project's property.

- (1) As a condition of its participation in a Facility Project, the Department will retain a secured interest in the Project for the estimated life of the Project, expected to be forty (40) years, following completion of the Project; or the prorated share of the original investment or current fair market value (the higher value of the two); whichever comes first.

To the extent required by FTA and the Department, the Contractor agrees to record the Federal and State interest in title to real property used in connection with the Project.

d. Department Approval of Changes in Real Property Ownership. The Contractor agrees that it will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities used in the Project without prior written permission and instructions from the Department.

e. Disposal of Real Property.

- (1) If useful life is not attained, upon the sale or disposition of any Project facility, the Department shall be entitled to a refund of the original state and/or federal investment or the state and/or federal prorated share of the current fair market value of the project facility, whichever is greater.
- (2) For the purpose of this Agreement, the term "any sale or disposition of the Project facility" shall mean any sale or disposition of the facility for a use not consistent with purposes for which the state and/or federal share was originally granted pursuant to the Project Agreement, or for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption agreement with the Contractor with respect to the Contractor's obligation under this Agreement or the Grant Agreement, so that the transferee becomes obligated as if the transferee had been the original party.

**Section 23. Construction.** Except to the extent the Department determines otherwise in writing, the Contractor agrees as follows:

a. Drafting, Review, and Approval of Construction Plans and Specifications. The Contractor agrees to submit drawings, designs, and/or description of work for construction, renovation, or facility improvement projects, including the purchase or construction of bus shelters to the Department for its review and approval prior to solicitation.

b. MBE/WBE/DBE Participation. The Contractor agrees to record and report Minority-owned Business good faith efforts in accordance with N.C.G.S. 143-128.2(f).

c. Supervision of Construction. The Contractor agrees to provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications.

d. Construction Reports. The Contractor agrees to provide progress reports and other data and information as may be required by the Department.

e. Project Management for Major Capital Projects. To the extent applicable, the Contractor agrees to comply with FTA regulations, "Project Management Oversight," 49 C.F.R. Part 633, and any subsequent Project Management Oversight regulations FTA may issue.

f. Seismic Safety. The Contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 et seq., with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and with U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41, specifically, 49 C.F.R. § 41.117.

#### **Section 24. Employee Protections.**

a. Construction Activities. The Contractor agrees to comply, and assures the compliance of each third party contractor and each sub recipient at any tier of the Project, with the following laws and regulations providing protections for construction employees:

(1) Davis-Bacon Act, as amended, 49 U.S.C. § 5333(a), which requires compliance with the Davis-Bacon Act, 40 U.S.C. §§ 3141 et seq., and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5;

(2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically, the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and the safety requirements of Section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926; and

(3) Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874, and implementing U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3.

b. Activities Not Involving Construction. The Contractor agrees to comply, and assures the compliance of each third party contractor and each sub recipient at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

c. Activities Involving Commerce. The Contractor agrees that the provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., apply to employees performing Project work involving commerce.

d. Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5317. The Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.

**Section 25. Environmental Protections.** The Contractor recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The Contractor also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, Federal regulations and directives that may affect the Project. Thus, the Contractor agrees to comply, and assures the compliance of each third party contractor, with any applicable Federal laws, regulations and directives as the Federal Government are in effect now or become effective in the future, except to the extent the Federal Government determines otherwise in writing. Listed below are environmental provisions of particular concern to FTA and the Department. The Contractor understands and agrees that those laws, regulations, and directives may not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements.

a. National Environmental Policy. Federal assistance is contingent upon the Contractor's facilitating FTA's compliance with all applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and subsequent Federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326 as well as to amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

b. Air Quality. Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal laws, regulations, and directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q, and:

(1) The Contractor agrees to comply with the applicable requirements of Section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, "Conformity to

State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, and any subsequent Federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation or control measure incorporated in the Project. The Contractor further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the Contractor agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

(3) The Contractor agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

c. Clean Water. Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal regulations and directives issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. In addition:

(1) The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

(2) The Contractor agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

d. Use of Public Lands. The Contractor agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and it will not use any land from a historic site of national, state, or local significance, unless the Federal Government makes the findings required by 49 U.S.C. §§ 303(b) and 303(c). The Contractor also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Parts 771 and 774, and 49 C.F.R. Part 622, when promulgated.

e. Wild and Scenic Rivers. The Contractor agrees to comply with applicable provisions of the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 C.F.R. Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 C.F.R. Part 8350.

f. Coastal Zone Management. The Contractor agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 through 1465.

g. Wetlands. The Contractor agrees to facilitate compliance with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands," at 42 U.S.C. § 4321 note.

h. Floodplains. The Contractor agrees to comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. § 4321 note.

i. Endangered Species and Fisheries Conservation. The Contractor agrees to comply with protections for endangered species set forth in the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 et seq.

j. Historic Preservation. The Contractor agrees to encourage compliance with the Federal historic and archaeological preservation requirements of Section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f; with Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c, as follows:

(1) In accordance with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, the Contractor agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify FTA of those properties that are affected.

(2) The Contractor agrees to comply with all applicable Federal regulations and directives to avoid or mitigate adverse effects on those historic properties, except to the extent the Federal Government determines otherwise in writing.

k. Indian Sacred Sites. The Contractor agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, in compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note, except to the extent the Federal Government determines otherwise in writing.

l. Mitigation of Adverse Environmental Effects. Should the proposed Project cause or result in adverse environmental effects, the Contractor agrees to take all reasonable measures to minimize the impact of those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including 23 C.F.R. Part 771 and 49 C.F.R. Part 622. The Contractor agrees to comply with all environmental mitigation measures that may be identified as commitments in applicable environmental documents, (i.e., environmental assessments, environmental impact statements, memoranda of agreement, and other documents as required by 49 U.S.C. § 303) and agrees to comply with any conditions the Federal Government might impose in a finding of no significant impact or record of decision. The Contractor agrees that those environmental mitigation measures are incorporated by reference and made part of this Agreement for the Project. The Contractor also agrees that any deferred mitigation measures will be incorporated by reference and made part of this Agreement for the Project as soon as agreement with the Federal Government is reached. The Contractor agrees that those mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.

**Section 26. Energy Conservation**. The Contractor agrees to comply with the North Carolina Energy Policy Act of 1975 (N.C.G.S. 113B) issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the

Department determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

**Section 27. Charter Service Operations.** FTA defines charter service as transportation using vehicles (buses or vans), equipment, or facilities funded under the Federal Mass Transit Act for a group of persons who pursuant to a common purpose, under a single contract, at a fixed charge for the vehicle or service, have acquired the exclusive use of the vehicle or service to travel together under an itinerary either specified in advance or modified after having left the place of origin.

The Contractor acknowledges that Federal and State requirements prohibit the use of vehicles, facilities and equipment funded by Federal or State grant programs for the provision of charter services unless it is determined that there are no willing and able charter operators in the service area. Federal law does not provide exceptions to these regulations for vehicles that are loaned or leased to other agencies or entities.

The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Contractor understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

**Section 28. School Transportation Operations.** The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued. Any school transportation operations agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Contractor understands and agrees that if it or an operator violates that school transportation operations agreement the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

**Section 29. Geographic Information and Related Spatial Data.** In accordance with U.S. OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, the Contractor agrees to implement its Project so that any activities involving spatial data and geographic information systems activities financed directly or

indirectly, in whole or in part, by Federal assistance, consistent with the National Spatial Data infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA or the Department determines otherwise in writing.

**Section 30. Motor Carrier Safety.** To the extent applicable, the Contractor agrees to comply with, and assures the compliance of its sub recipients, lessees, and third party contractors with, applicable provisions of the following regulations promulgated by the U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA):

a. **Financial Responsibility.** The Contractor agrees as follows:

(1) To the extent that the Contractor is engaged in interstate commerce and not within a defined commercial zone, the Contractor agrees to comply with U.S. FMCSA regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 U.S.C. Part 387, dealing with economic registration and insurance requirements. For recipients of Federal assistance under 49 U.S.C. §§ 5307, 5317, 5311, 5317 5317, 49 C.F.R. Part 387 is modified by 49 U.S.C. § 31138(e) (4) which reduces the amount of insurance required of such recipients to the highest amount of any state in which the transit provider operates.

(2) To the extent that the Contractor is engaged in interstate commerce and not within a defined commercial zone and is not a unit of government (defined as Federal Government, a state, any political subdivision of a state or any agency established under a compact between states), the Contractor agrees to comply with U.S. FMCSA regulations, Subpart B, "Federal Motor Carrier Safety Regulations," at 49 CFR Parts 390 through 396.

b. **Driver Qualifications.** The Contractor agrees to comply with U.S. FMCSA's regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 C.F.R. Part 383.

c. **Substance Abuse Rules for Motor Carriers.** The Contractor agrees to comply with U.S. FMCSA's regulations, "Drug and Alcohol Use and Testing Requirements," 49 C.F.R. Part 382, which apply to transit providers that operate a commercial motor vehicle that has a gross weight rating over 26,000 pounds or is designed to transport sixteen (16) or more passengers, including the driver.

**Section 31. Substance Abuse.** To the extent applicable, the Contractor, its subcontractors or their employees perform a safety-sensitive function under the Agreement, the Contractor agrees to comply with and assure compliance of its subcontractors, and their employees with 49 USC Section 5331 and FTA regulations "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655 and the following Federal substance abuse regulations:

**Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use.** As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Contractor certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, and Section 31 of this Agreement.

a. **Drug-Free Workplace.** U.S. DOT regulations, "Government wide Requirements for Drug-Free Workplace (Financial Assistance), 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq.

b. **Alcohol Misuse and Prohibited Drug Use.** FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49



U.S.C. § 5331.

**Section 32. Safe Operation of Motor Vehicles.**

The Recipient agrees as follows:

- a. **Seat Belt Use.** In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar documents in connection with the Project.

**Section 33. Distracted Driving** includes Text Messaging While Driving. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While Driving December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision

**Section 34. Seat Belt Use.** In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U. S. C. § 402 note, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party subcontracts, or sub agreements involving the Project.

**Section 35. Text Messaging While Driving.** In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electric device, including the purpose of short message service texting, e-mailing, instant messaging, obtaining navigating information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving –

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:

- (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

**Section 36. Protection of Sensitive Security Information.** To the extent applicable, the Contractor agrees to comply with 49 U.S.C. § 40119(b) and implementing U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(s) and implementing U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520.

**Section 37 Disputes, Breaches, Defaults, or Other Litigation.** The Contractor agrees that FTA and the Department have a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to the Department. The Contractor agrees to notify the Department in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations. If the Contractor seeks to name the Federal/State Government as a party to litigation for any reason, in any forum, the Contractor agrees to inform the Department in writing before doing so. In turn, the Department shall be responsible for notifying FTA.

b. Federal/State Interest in Recovery. The Federal/State Government retains the right to a proportionate share, based on the percentage of the Federal/State share awarded for the Project, of proceeds derived from any third party recovery, except that the Contractor may return any liquidated damages recovered to its Project Account in lieu of returning the Federal/State share to the Department.

c. Enforcement. The Contractor agrees to pursue all legal rights provided within any third party contract.

d. FTA and Department Concurrence. The FTA and the Department reserve the right to concur in any compromise or settlement of any claim involving the Project and the Contractor.

e. Alternative Dispute Resolution. The Department encourages the Contractor to use alternative dispute resolution procedures, as may be appropriate.

**Section 38 Fares and Services:** Before increasing fares or instituting a major reduction of service, the Recipient agrees to use its established administrative process to solicit and consider public comment. The Recipient agrees that the fares or rates it charges elderly individuals and handicapped individuals during nonpeak hours for public transportation using or involving Project property will not exceed one-half the rates that generally apply to other individuals at peak hours, irrespective of whether the Project property is operated by the Recipient or another entity connected with the Project, either through subagreement, lease, third party contract, or otherwise. The Recipient also agrees to give the rate required to any individual presenting a Medicare card duly issued to that individual pursuant to Title II or Title XVIII of the Social Security Act, 42 U.S.C. §§ 401 *et seq.*, or 42 U.S.C. §§ 1395 *et seq.*, respectively.

**Section 39 Amendments/Revisions to the Project.** The Contractor agrees that a change in Project circumstances causing an inconsistency with the terms of this Agreement for the Project will require an amendment or revision to this Agreement for the Project signed by the original

signatories or their authorized designees or successors. The Contractor agrees that a change in the fundamental information submitted in its Application will also require an Amendment to its Application or this Agreement for the Project. The Contractor agrees that any requests for amendments and or revisions will be submitted in accordance with the policies and procedures established by FTA and the Department.

**Section 40 Information Obtained Through Internet Links.** This Agreement may include electronic links/Web site addresses to Federal/State laws, regulations, and directives as well as other information. The Department does not guarantee the accuracy of information accessed through such links. Accordingly, the Contractor agrees that information obtained through any electronic link within this Agreement does not represent an official version of a Federal/State law, regulation, or directive, and might be inaccurate. Thus, information obtained through such links is neither incorporated by reference nor made part of this Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

**Section 41. Severability.** If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal/State laws or regulations.

**Section 42. Termination of Agreement.**

a. The Department of Transportation. In the event of the Contractor's noncompliance with any of the provisions of this Agreement, the Department may suspend or terminate the Agreement by giving the Contractor thirty (30) days advance notice. Any failure to make reasonable progress on the Project or violation of this Agreement for the Project that endangers substantial performance of the Project shall provide sufficient grounds for the Department to terminate the Agreement for the Project. In general, termination of Federal and State assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date to the extent those obligations cannot be canceled. If, however, the Department determines that the Contractor has willfully misused Federal/State assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of this Agreement for the Project, the Department reserves the right to require the Contractor to refund the entire amount of Federal and State assistance provided for the Project or any lesser amount as the Department may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Agreement for the Project. The Department, before issuing notice of Agreement termination, shall allow the Contractor a reasonable opportunity to correct for noncompliance. Upon noncompliance with the nondiscrimination Section 13 of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for contracts in accordance with procedures authorized in Executive Orders No. 11246 and No. 11375, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law. In addition to the Department's rights of termination described above, the Department may terminate its participation in the Project by notifying and receiving the concurrence of the Contractor within sixty (60) days in advance of such termination.

In the event that the Contractor does not comply with the provisions of this Agreement, the Department shall impose such sanction to the project as it or FTA may determine to be appropriate.

b. The Contractor. The Contractor may terminate its participation in the Project by notifying and receiving the concurrence of the Department sixty (60) days in advance of the termination.

**Section 43. Contract Administrators.** All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: MR CHARLIE C. WRIGHT Title: FINANCIAL MANAGER Agency: NCDOT/PTD MSC: 1550 MSC  City/Zip: RALEIGH NC 27699-1550  Phone: 919-733-4713, EXTENSION 277 Fax: 919-733-2304 Email: CCWRIGHT@NCDOT.GOV	Name: MR CHARLIE WRIGHT Title: FIANCIAL MANAGER Agency: NCDOT/PTD Street: TRANSPORTATION BLDG Address: 1 S WILMINGTON ST RM 524 City: RALEIGH NC

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: Kelly Weston Title: Executive Assistant Clerk to Board Agency: CCOG Postal Address: 9015 David Taylor Drive City/Zip: Suite 100 Charlotte, NC 28262  Phone: 704-348-2728 Fax: Email: kweston@centralna.org	Name: Kelly Weston Title: Executive Assistant/Clerk to Board Agency: CCOG Street: 9015 David Taylor Drive Address: Suite 100 City: Charlotte, NC 28262

**Section 44. Federal Certification Regarding Debarment.** The Contractor certifies, by signing this Agreement, its compliance with Subsection 7c of this Agreement.

**Section 45. Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use.** As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Contractor certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of

Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR part 655, and Section 31 of this Agreement.

**Section 46. Incorporation of FTA Terms:**


The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.IF, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Contractor by and through a duly authorized representative, and is effective the date and year first above written. Upon Execution of this Agreement by the Grantee named below, the Grantee affirms this award, and enters into this Grant Agreement with NCDOT.

**CENTRALINA COUNCIL OF GOVERNMENTS**

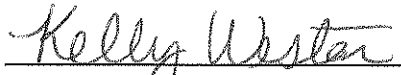
CONTRACTOR'S FEDERAL TAX ID NUMBER: 56-0930373

CONTRACTOR'S FISCAL YEAR END: 6/30/18

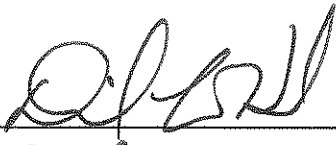
BY: 

TITLE: EXECUTIVE DIRECTOR

(SEAL)

ATTEST:   
TITLE: Executive Assistant/Clerk to the Board

**DEPARTMENT OF TRANSPORTATION**

BY: 

TITLE: Chief  
**DEPUTY SECRETARY FOR TRANSIT**

ATTEST:   
TITLE: SECRETARY

## Attachment B

### Certification Regarding Lobbying (for bids and/or awards)

The Contractor certifies, to the best of his or her knowledge and belief, that:

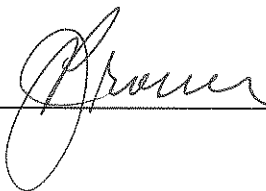
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor's Authorized Representative: \_\_\_\_\_



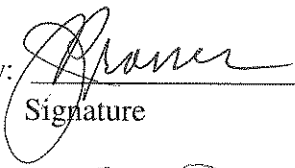
Title: Executive Director

**CERTIFICATION OF ELIGIBILITY  
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.*\* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not now and was not at the time of the execution of the Contract dated     /    /     identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: Centralina Council of Governments

By:  8/16/17  
Signature Date  
Jim Prosser Executive Director  
Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at [Meryl.Murtagh@nctreasurer.com](mailto:Meryl.Murtagh@nctreasurer.com) or (919) 814-3852.

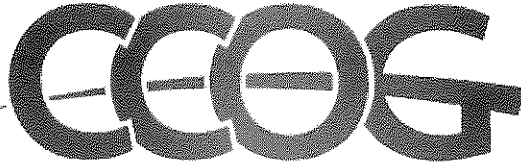
\* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.



NC DOT  
Public Transportation Division

AUG 21 2017

RECEIVED



Centralina Council of Governments

RESOLUTION  
AUTHORIZING CENTRALINA COUNCIL OF GOVERNMENTS  
TO ENTER INTO AN AGREEMENT WITH  
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

A motion was made by **Commissioner Martin Oakes, Lincoln County**, and seconded by **Commissioner Bobby Compton, Town of Mooresville**, for adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, the **Centralina Council of Governments** has requested the North Carolina Department of Transportation to assist in the funding of **the Regional Mobility Management Project**; and

WHEREAS, the **Centralina Council of Governments** will provide a local match of **10%** of the cost of the above described project.

NOW THEREFORE, BE IT RESOLVED that **Jim Prosser, the Executive Director of the Centralina Council of Governments** is hereby authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division.

.....  
I, **Kelly Weston, Clerk to the Board**, do hereby certify that the above is a true and correct copy of an excerpt for the minutes of a meeting of the **Centralina Council of Governments Board of Directors** duly held on the **9th** day of **August, 2017**.

  
Signature of Certifying Official

\* the official authorized to enter onto agreement **SHOULD NOT** sign the resolution.

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION DIVISION  
PROJECT NUMBER: 18-NF-912  
APPROVED BUDGET SUMMARY  
EFFECTIVE DATE JULY 1, 2017

PROJECT SPONSOR: CENTRALINA COUNCIL OF GOVERNMENTS  
PROJECT DESCRIPTION: FY2018 SECTION 5317 - NEW FREEDOM INITIATIVE PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 5317 MOBILITY - 51000.32.1.3 \$326,320  
PERIOD OF PERFORMANCE JULY 1, 2017-JUNE 30, 2018

II. TOTAL PROJECT FUNDING

	TOTAL	FEDERAL	STATE	LOCAL
CAPITAL - 51000.32.1.3	<u>100%</u>	<u>80%</u>	<u>10%</u>	<u>20%</u>
AGREEMENT #	\$326,320	\$261,056	\$32,632	\$32,632
TOTAL	\$326,320	\$261,056	\$32,632	\$32,632

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION DIVISION  
APPROVED PROJECT BUDGET

PROJECT: 18-NF-912  
SPONSOR: CENTRALINA COUNCIL OF GOVERNMENTS  
WBS: 51000.32.1.3

<u>DEPARTMENT 5317 - CAPITAL</u>		<u>APPROVED</u>
<u>OBJECT</u>	<u>TITLE</u>	<u>BUDGET</u>
G121	SALARIES AND WAGES - FULL TIME	61,442
G181	Social Sec. Contrib.	4,700
G182	Retirement Contrib.	4,915
G183	Hosp. Ins. Contrib.	9,189
G184	Disability Ins. Cont	156
G185	Unemp. Comp. Contrib	1,889
G186	Workers Comp Cont.	1,889
G189	Other Frng Benefits	12,596
G192	Legal	1,000
G261	Office Sup & Mat.	1,500
G311	Travel	1,000
G321	Telephone Service	500
G329	Other Communications	500
G341	Printing & Reprod	1,500
G371	Mrktng.Paid Adv	6,374
G372	Promotional Items	1,255
G391	Legal Advertising	1,000
G395	Training-Employ Edu.	1,500
G396	Management Services	147,000
G399	Other Services	250
G481	Central Services	66,165
<b>TOTAL OPERATING</b>		<b>\$ 326,320</b>

**Exhibit E**

**Charlotte UZA Grant Agreement**

*(Attached)*

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

SECTION 5310  
GRANT AGREEMENT  
NO. 2018000173

THIS AGREEMENT is made this the 10<sup>th</sup> day of August, 2017, by and between the CITY OF CHARLOTTE (the "City") through its public transit department, the Charlotte Area Transit System ("CATS"), and CENTRALINA COUNCIL OF GOVERNMENTS ("CCOG" or "Subrecipient") (collectively, the "Parties") for a transit project for seniors and individuals with disabilities in the Charlotte-Mecklenburg Urbanized Area ("Char-Meck UZA"). The parties acknowledge and agree that the Effective Date of this Agreement is July 1, 2017 and that all terms and conditions have been in force and effect from the Effective Date.

**BACKGROUND & INTENT**

WHEREAS, the Federal Transit Administration (the "FTA"), under 49 U.S.C. § 5310, provides formula funding to states and designated recipients to improve mobility for seniors and individuals with disabilities ("Section 5310"); and

WHEREAS, the FTA designated the City as a grant recipient for capital and operating grants for Federal Fiscal Year 2015 and 2016 (FY15-16) funds ; and

WHEREAS, the Governor of North Carolina designated the City, as the "designated recipient" of Section 5310 funds for the Char-Meck UZA with the responsibility of evaluating and selecting Projects proposed by eligible subrecipients for Section 5310 funds; and

WHEREAS, the City conducted a competitive Call for Projects and the selection committee chose CCOG's proposed project as one of the projects to receive Section 5310 funding; and

WHEREAS, the Parties desire to secure and utilize FY15-16 Section 5310 grant funds for operation of new or expanded transportation services to meet the special needs of seniors and individuals with disabilities.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows.

**AGREEMENT**

1. **Purpose.** The purpose of this Agreement is to provide the Subrecipient with capital assistance for the Section 5310 Project prepared, endorsed, approved, and transmitted by the Subrecipient to the City (the "Project"), and to state the terms, conditions, and mutual undertakings of the Parties as to the manner in which the Project will be undertaken and completed.
2. **Project Implementation.** Subrecipient agrees to carry out the Project as follows:
  - 2.1 **Scope.** Subrecipient shall undertake and complete the Project in accordance with the procedures and guidelines set forth in the following documents, to the extent applicable:
    - a. Federal Transit Administration ("FTA") Circular 5010.1D, "Grant Management Requirements";
    - b. FTA Circular 9045.1, "9070.1G Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions";
    - c. FTA Circular 4710.1, "Americans with Disabilities Act Guidance";

- d. FTA Circular 4702.1B, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients”;
- e. FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients”;
- f. FTA Circular 4704, “Equal Employment Opportunity Program Guidelines for Grant Recipients”;
- g. FTA Master Agreement, dated October 1, 2016;
- h. FTA Circular 4220.1F, “Third Party Contracting Guidance”;
- i. The State Management Plan for Federal and State Transportation Programs (“State Management Plan”);
- j. The Coordinated Human Services Transportation Plan for Charlotte-Mecklenburg; and
- k. Subrecipient’s Application.

The aforementioned documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the City in accordance with the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the City or Subrecipient that shall cause any conflict with Local, State, or Federal statutes, rules, regulations or ordinances.

3. **Definitions.** Unless otherwise defined herein, the following terms shall have the meaning set forth below:

- 3.1 Capital Asset means facilities or equipment with a useful life of at least one year, which are eligible for capital assistance.
- 3.2 City or Direct Recipient means the City of Charlotte.
- 3.3 Common Rules means DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200.
- 3.4 CCOG, Applicant, or Subrecipient means Centralina Council of Governments.
- 3.5 Disability has the same meaning as in section 3(1) of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102). The term “disability” means, with respect to an individual—
  - (a) A physical or mental impairment that substantially limits one or more major life activities of such individual;
  - (b) A record of such impairment; or
  - (c) Being regarded as having such an impairment.
- 3.6 DOT means the U.S. Department of Transportation.
- 3.7 Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the City for financial statement purposes, or \$5,000.

- 3.8 FTA means the Federal Transit Administration.
- 3.9 Grant Funds means the FTA funds provided by the City for Subrecipient's Section 5310 Project.
- 3.10 Master Agreement means The FTA official document containing FTA and other cross-cutting Federal requirements applicable to the FTA recipient and its project(s). The Master Agreement is generally revised annually in October. The Master Agreement is incorporated by reference and made part of each FTA grant, cooperative agreement, and amendment thereto.
- 3.11 NCDOT means the North Carolina Department of Transportation.
- 3.12 Net Project Costs means the part of a project that reasonably cannot be financed from operating revenues (i.e., farebox recovery).
- 3.13 OMB means the United States Office of Management and Budget.
- 3.14 Operating Expenses means those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses usually include such costs as driver salaries, fuel, and items having a useful life of less than one year.
- 3.15 Prior Approval means securing the City's written permission prior to taking action or incurring a certain cost.
- 3.16 Seniors, with respect to an individual, means an individual who is sixty-five (65) years of age or older.

4. **Incorporation of Exhibits.** The following Exhibits are attached to this Agreement and are incorporated into and made a part of this Agreement by reference:

- Exhibit A: Subrecipient's Application
- Exhibit B: Federal Certifications & Assurances
- Exhibit C Section 5310 Project Administration

Each reference to this Agreement shall be deemed to include all Exhibits. Any conflict between any provisions of this Agreement shall be resolved as follows:

- Any clause required by Federal law shall control over all Agreement provisions;
- All Exhibits shall be inferior to the Agreement provisions and each Exhibit shall control over each subsequent Exhibit as delineated by this subsection.

5. **Description of Project.** Subrecipient shall perform the services described in Exhibit A attached to this Agreement and incorporated herein by reference (the "Project") except that any reference in Exhibit A to a period of performance shall be changed to the Period of Performance referenced in Section 8 of this Agreement. Unless otherwise provided in Exhibit A, Subrecipient shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Project.

5.1. **Agreement Modification.** In the event that the City desires to alter the terms of this Agreement, or desires a reduction, expansion, or modification of the Project or the Section 5310 Program that includes an alteration of the terms of this Agreement, the City shall issue to Subrecipient a written notification, which specifies such reduction, expansion, or modification. Within fifteen (15) days after receipt of the written notification, Subrecipient shall provide the City with a detailed proposal with a detailed



cost or cost reduction and schedule proposal for the alteration. This proposal shall be accepted by the City or modified by negotiations between Subrecipient and the City and, thereafter, both parties shall execute a written Agreement Modification.

Unless specified in a written Agreement Modification, no change, reduction, modification or expansion of the Project within or beyond the scope of this Agreement shall serve to modify the terms and conditions of this Agreement.

6. **Cost of Project.** The total cost of the Project approved by the City is set forth in the Subrecipient's Application, incorporated into this Agreement as Exhibit A.
  - 6.1 **City Share.** The City shall provide, from Federal funds, Eighty Percent (80%) of the actual net capital costs of the Project ("City's Capital Share"), not to exceed ONE HUNDRED EIGHTY SEVEN AND ONE HUNDRED NINE DOLLARS (\$187,109.00).
  - 6.2 **Subrecipient Share.** Subrecipient shall provide Twenty Percent (20%) of the net capital costs of the Project as defined in Subrecipient's Application and any amounts in excess of the City's Total Share ("Subrecipient's Share"). Subrecipient shall initiate and prosecute to completion all actions necessary to enable it to provide its share of the Project costs. The City shall periodically audit the revenues for consistency with Subrecipient's Application. Non-cash contributions to Subrecipient's Share, such as donations, volunteer services, or in-kind contributions, may only be counted if the contribution is for an eligible cost under the Section 5310 Program and it was included in the Subrecipient's In-Kind Valuation Plan and approved by the City. The value of in-kind contributions must be documented and supported. The net cost is the price paid minus any refunds, rebates, or other items of value received by Subrecipient which have the effect of reducing the actual cost.
7. **Grant Disbursements.** Each month Subrecipient shall submit an invoice to the City as part of its required Monthly Report detailing all direct and indirect costs incurred pursuant to this Agreement, as further detailed in Exhibit A.
  - 7.1. Subrecipient shall not charge the City overtime rates (as defined by the Fair Labor Standards Act), regardless of the number of hours worked in a given day or week.
  - 7.2. All reimbursable expenses submitted by Subrecipient must comply with the City's requirements, the applicable Common Rules, and Part 30 of the Federal Acquisition Regulations (FAR).
  - 7.3. The City shall disburse the City's Capital and/or Operating Share within thirty (30) days of each valid Monthly Report submitted by Subrecipient until it has disbursed the entire City Capital and Operating Share of the Project Costs. Subrecipient shall continue with its reporting requirements until completion of the Project regardless of when the City makes its final payment obligation.
  - 7.4. The City's determination on whether an incurred cost is allowable, allocable, and reasonable under federal regulations shall be final and conclusive.
  - 7.5. Employment Taxes and Employee Benefits. Subrecipient acknowledges and agrees that its employees and subcontractors are not employees of the City. Subrecipient represents, warrants, and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions which are required by law in connection with the Project.

8. **Period of Performance.** This Agreement shall commence upon the Effective Date, unless specific written authorization from the City to the contrary is received. The period of performance for all expenditures shall extend from July 1, 2017 to June 30, 2019. Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

9. **Accounts and Records.**

9.1. **Establishment and Maintenance of Accounting Records.** Subrecipient shall establish and maintain separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account. Subrecipient shall use the Grant Funds only for the purposes of the Project and for no other purpose. The accounting system shall be capable of segregating, identifying and accumulating the allocable Project costs. Subrecipient shall maintain complete and accurate records, using Generally Accepted Accounting Principles, of all costs related to this Agreement.

9.2. **Documentation of Project Costs.** All charges to the Project Account shall be supported by properly executed invoices, contracts, or vouchers evidencing in detail the nature and the propriety of the charges and shall adhere to the standards established in the Common Rules.

9.3. **Allowable Costs.** Expenditures made by Subrecipient shall be reimbursed by the City as allowable costs to the extent they meet the following requirements:

- a. Made in conformance with the Project Description and the Project Budget and all other provisions of this Agreement;
- b. Necessary in order to accomplish the Project;
- c. Reasonable in amount for the goods or services purchased;
- d. Actual net costs to Subrecipient (i.e., the price paid minus any refunds, rebates, or other items of value received by Subrecipient which have the effect of reducing the cost actually incurred);
- e. Incurred (and for work performed) on or after the date of this Agreement, unless specific authorization from the City to the contrary is received;
- f. Made in conformance with the federal cost principles set forth in the Common Rules;
- g. Satisfactorily documented; and
- h. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the City.

10. **Reports.** Subrecipient shall advise the City regarding the progress of the Project at such time and in such manner as provided in Exhibit C, "Section 5310 Project Administration, Funding Year-2015-16", attached and incorporated hereto. Subrecipient shall report on a monthly, quarterly, and annual basis ridership and other data in the form as requested by the City, including an invoice for reimbursement of eligible costs. Subrecipient shall collect and submit to the City, at such time as the City requires, financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by the City. In addition, Subrecipient shall furnish the City with a copy of an independent annual audit following completion of the Project.

11. **Capital Assets.** Capital Assets purchased for the Project shall only be used for passenger transportation services as approved in Subrecipient's Application ("Project Equipment"), attached as Exhibit A. Subrecipient understands and agrees that the FTA retains an interest in any Project Equipment for that equipment's useful life or until it purchases the federal interest, whichever occurs first. Subrecipient shall only use Project Equipment for public transportation services as approved by the City even if federal funding of the Project is discontinued. Subrecipient shall not transfer ownership of any Project Equipment without prior written approval from the City and the FTA, if required.

11.1 Equipment's Useful Life. Subrecipient may purchase the federal interest of Project equipment any time prior to the expiration of the equipment's useful life. The federal interest is the federal percentage share of the equipment's current fair market value as determined by an independent appraisal of the equipment.

11.2 Vehicles. Subrecipient understands and agrees that the FTA retains an interest in any vehicles purchased for the Project. That interest continues for the useful life of the vehicle or until Subrecipient purchases the FTA's interest, whichever occurs first. Subrecipient understands and agrees that, in order to protect the FTA's interest, the City shall retain the title for any vehicles purchased for the Project.

11.3 Vehicle Use. Subrecipient understands and agrees that any vehicles purchased with Grant Funds are expected to attain a minimum of 100 passenger service miles per week, per vehicle or 100 one-way passenger trips per week per vehicle.

11.4 Replacement Vehicles. If an accident occurs that removes a vehicle from further operations prior to the end of its useful life, the City shall receive the insurance proceeds. If Subrecipient purchases a replacement vehicle of a similar type and of equal or greater value than the one damaged, the City shall forward the insurance proceeds to Subrecipient once Subrecipient provides evidence of its purchase. If Subrecipient does not purchase a replacement vehicle, the City shall retain the federal percentage share of the insurance proceeds and provide Subrecipient with the local percentage share of the insurance proceeds.

11.5 Maintenance. Subrecipient shall follow the maintenance requirements for vehicles as provided in CATS Facility Maintenance Plan and Bus Fleet Management Plan (combined the "FMP") for preventative maintenance, vehicle servicing, and vehicle replacement. Subrecipient shall make these records as well as its vehicles available for inspection during the City's site visits.

11.6 Database. Subrecipient shall maintain a database of vehicle inventory records that shall include but not be limited to the vehicle year, make, and model; date accepted; included equipment; location; inspection, mileage and condition; funding used for the purchase; and maintenance information.

12. **Audit and Inspection.** Subrecipient shall permit and shall require its contractors to permit the City, the FTA, and the Comptroller General of the United States, or their authorized representatives, to inspect all data, documents, reports, records, books, contracts, and supporting materials with regard to the Project and to audit the books, records, and accounts of Subrecipient pertaining to the Project.

Subrecipient shall maintain all data, documents, reports, records, books, contracts, and supporting materials and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, Subrecipient shall make such materials available at its office at all reasonable times during the Agreement period, and for three (3) years from the date

of final payment under this Agreement, for inspection and audit by the City or the FTA. In the event of litigation or settlement of claims arising from the performance of this Contract, Subrecipient agrees to maintain same until all such litigation, appeals, claims or exceptions related thereto have been disposed of.

**13. Representations and Warranties of Subrecipient.** Subrecipient represents and covenants that:

- 13.1. Subrecipient has the qualifications, skills and experience necessary to perform the Project described or referenced in Exhibit A.
- 13.2. The Project shall be performed in accordance with all requirements set forth in this Agreement, including but not limited to Exhibits A and B.
- 13.3. Neither the Project, nor any Deliverables provided by Subrecipient under this Agreement, will infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual property rights of any third party. Subrecipient shall not violate any non-compete agreement or any other agreement with any third party by entering into or performing this Agreement.
- 13.4. Subrecipient affirms that it has not retained any party other than a bona-fide employee working for Subrecipient to solicit this Agreement, and that it has not paid or agreed to pay any outside party consideration in any form contingent upon securing this Agreement. The City shall have the right to terminate this Agreement for cause for any breach of this warranty.
- 13.5. In connection with its obligations under this Agreement, Subrecipient shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses.
- 13.6. Subrecipient warrants that it has all the requisite power and authority to execute, deliver and perform its obligations under this Agreement, including but not limited to paying Subrecipient's Share of the Project Costs, as described in Section 6 of this Agreement.

**14. Termination of Agreement.**

- 14.1 Termination for Convenience. The City, upon thirty (30) days written notice, may terminate this Agreement in whole or in part, when it is in the interest of the City. If this Agreement is terminated, the City shall be liable only for payments under the payment provisions of this Agreement for services rendered and costs incurred before the effective date of termination.
- 14.2 Termination for Funding Withdrawal. The City may terminate this Agreement immediately on written notice to Subrecipient if at any time the FTA for any reason does not award further Grant Funds for Section 5310 Programs to the City. Subrecipient shall be paid under the payment provisions of this Agreement for any services rendered and costs incurred prior to the effective date of such termination.
- 14.3 Termination for Default. If Subrecipient fails to perform the services within the time specified in this Agreement or any extension or if Subrecipient fails to comply with other provisions of this Agreement, the City may, subject to the cure provision in Section 14.4, terminate this Agreement for default. The City shall terminate by delivering a Notice of Termination to Subrecipient specifying the nature of the default. Subrecipient shall only

be paid for services performed and costs incurred in accordance with the manner or performance set forth in this Agreement.

- 14.4 Opportunity to Cure. The City shall, in the case of a termination for default, provide Subrecipient seven (7) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Subrecipient fails to remedy to the City's reasonable satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within seven (7) business days after receipt of the City's notice, the City shall have the right to terminate the Agreement without any further obligation to Subrecipient, except for payment in the manner or performance set forth in this Agreement for services rendered and costs incurred prior to such termination. Any such termination for default shall not in any way preclude the City from also pursuing all available remedies against Subrecipient and its sureties for said breach or default.
- 14.5 Waiver of Remedies for Breach. In the event the City elects to waive its remedies for any breach by Subrecipient of any covenant, term or condition of this Agreement, such waiver by the City shall not limit the remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- 14.6 Obligations upon Expiration or Termination. Upon expiration or termination of this Agreement, Subrecipient shall promptly provide the City with a written statement describing in detail the status of the Project as of the date of termination, including an invoice documenting all Project Costs as of the date of termination. Termination of this Agreement shall not relieve Subrecipient of the obligation to file any monthly, quarterly, or annual reports nor relieve Subrecipient from any claim for reimbursement of Grant Funds previously accrued or then accruing against Subrecipient.
15. Relationship of the Parties. The relationship of the parties established by this Agreement is the City as recipient and Subrecipient as the subrecipient of federal grant funds as defined by the FTA. With the exception of the required administrative oversight of the Project by the City, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

16. Indemnification.

- 16.1 To the fullest extent permitted by law, Subrecipient shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "charges" (as defined below) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Project ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by Subrecipient or its subcontractors in connection with this Agreement; or (iii) arising from Subrecipient's failure to perform its obligations under this Agreement or from any act of negligence or willful misconduct by Subrecipient or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv)

arising from any claim that Subrecipient or an employee or subcontractor of Subrecipient is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City, the State of North Carolina, and the United States Department of Transportation (U.S. DOT), and the officers, officials, employees, agents and independent contractors (excluding Subrecipient) of the City, the State, or the U.S. DOT; and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

- 16.2 This Section 16 shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).
- 16.3 Notwithstanding the foregoing, Subrecipient shall not be liable to the City to the extent a claim arises from the City's negligence or willful misconduct or the negligence or willful misconduct of any employee or agent of the City.

## **17. Insurance.**

### **17.1 General Requirements.**

- (a) Subrecipient shall not commence any work in connection with this Contract until it has obtained all of the types of insurance set forth in this Section 17, and the City has approved such insurance. Subrecipient shall not allow any subcontractors to commence work on its subcontract until all insurance required of the subcontractors has been obtained and approved.
- (b) All insurance policies required by Section 17.2 shall be with insurers qualified and doing business in North Carolina and recognized by the Secretary of State and the Insurance Commissioner's Office. Subrecipient shall name the City as an additional insured under the commercial general liability policy required by Section 17.2.
- (c) Subrecipient's insurance, except for Automobile Liability, shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from Subrecipient's operations under this Agreement. Subrecipient and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees (as defined in Section 16).
- (d) The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Subrecipient and/or subcontractors providing such insurance.
- (e) Within three (3) days after execution of this Agreement, Subrecipient shall provide the City with Certificates of Insurance documenting that the insurance requirements set forth in this Section 17 have been met, and that the City be given thirty (30) days' written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. Subrecipient shall further provide such certificates of insurance to the City at any time requested by the City after execution of this Agreement, and shall provide such certificates within five (5) days after the City's request. The City's failure to review a certificate of insurance sent by or on behalf of Subrecipient shall not relieve Subrecipient of its obligation to meet the insurance requirements set forth in this Agreement.

- (f) Should any or all of the required insurance coverage be self-funded/self-insured, Subrecipient shall furnish to the City a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.
  - (g) If any part of the work under this Agreement is sublet, the subcontractors shall be required to meet all insurance requirements set forth in this **Section 17**, provided that the amounts of the various types of insurance shall be such amounts as are approved by the City in writing. However, this will in no way relieve Subrecipient from meeting all insurance requirements or otherwise being responsible for the subcontractors.
- 17.2 Subrecipient agrees to purchase and maintain, during the life of this Agreement, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance policies:
- (a) **Automobile Liability.** Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$2,000,000 bodily injury each person, each accident and \$2,000,000 property damage, or \$2,000,000 combined single limit each occurrence/aggregate, or as the State of North Carolina requires, whichever is greater.
  - (b) **Commercial General Liability.** Bodily injury and property damage liability as shall protect Subrecipient and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Subrecipient, any subcontractor, or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$5,000,000 bodily injury each occurrence/aggregate and \$5,000,000 property damage each occurrence/aggregate or \$5,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement.
  - (c) **Workers' Compensation Insurance.** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$500,000 per accident limit, \$500,000 disease per policy limit, \$500,000 disease each employee limit, providing coverage for employees and owners.
18. **Drug-Free Workplace.** The City is a drug-free workplace employer. The Charlotte City Council has adopted a policy requiring Companies to provide a drug-free workplace in the performance of any City contract. Subrecipient hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:
- 18.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
  - 18.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) Subrecipient's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

- 18.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- 18.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 18.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 18.6 Require any party to which it subcontracts any portion of the work under this Agreement to comply with the above provisions.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be grounds for suspension, termination or debarment.

19. **Non-Discrimination Policy.** The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). As a condition of entering into this Agreement, Subrecipient represents and warrants that it will fully comply with the Non-Discrimination Policy and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, Subrecipient shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of any subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall Subrecipient retaliate against any person or entity for reporting instances of such discrimination. Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into this Agreement, Subrecipient agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Agreement; and (b) if requested, provide to the City, within sixty (60) days after the request, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Subrecipient has used on City contracts in the past five (5) years, including the total dollar amount paid by contractor on each subcontract or supply contract. Subrecipient further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

Subrecipient understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Subrecipient from participating in City contracts and other sanctions.

20. **Notices and Principal Contacts.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:



For Subrecipient :  
Katie Kutcher  
Centralina Council of Governments  
9815 David Taylor Drive  
Charlotte, NC 28262  
Phone: (704) 348-2705  
Fax: (704) 347-4710  
E-mail: [kkutcher@centralina.org](mailto:kkutcher@centralina.org)

For the City:  
Zettie Phillips  
Charlotte Area Transit System  
  
Charlotte, NC 28202  
Phone: (704) 336-2233  
Fax: (704) 353-0797  
E-mail: [zphillips@ci.charlotte.nc.us](mailto:zphillips@ci.charlotte.nc.us)

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall further be copied to the following (in addition to being sent to the individuals specified above):

For the City:  
Lisa Flowers  
City Attorney's Office  
600 East Fourth Street  
Charlotte, NC 28202  
Phone: (704) 432-2568  
Fax: (704) 353-0797  
E-mail: [lflowers@ci.charlotte.nc.us](mailto:lflowers@ci.charlotte.nc.us)

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

**21. Governing Law, Jurisdiction and Venue.** North Carolina law shall govern interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

**22. Breaches and Dispute Resolution.**

22.1 For all disputes, the parties shall first meet in good faith to resolve the dispute. If the parties are unsuccessful in settling the dispute, such meeting shall be followed by non-binding mediation conducted pursuant to the conditions set forth in this Section.

22.2 Any contractor or subcontractor performing work or providing supplies or services used in this Agreement that is a party to an issue or claim in which the amount in controversy is at least fifteen thousand dollars (\$15,000) may require others that are party to the issue or claim to participate in the Dispute Resolution Process set forth in this Section. Unless otherwise directed by the City, Subrecipient shall continue performance under this Agreement while matters in dispute are being resolved. The process set forth by this

Section may be foregone upon the mutual written agreement of all parties in interest to the individual dispute. Otherwise, full compliance with this Section is a precondition for any party to initiating any form of litigation concerning the dispute.

22.3 Subcontract Inclusion. Subrecipient shall and hereby agrees to include this Section in every subcontract or any other agreement it enters into with any party that will be involved in this project.

22.4 Parties at Issue and Required Notice.

- (a) If the City is not a party to the issue or claim, the party requesting dispute resolution must notify the City, in writing, of the requested dispute resolution and must include a brief summary of the issue including the alleged monetary value of the issue. The written notice must be sent to the City prior to the service of the request for dispute resolution upon the parties to the issue.
- (b) If the party requesting dispute resolution is a subcontractor, it must first submit its claim to the Prime Contractor with whom it has a contract. If the matter is not resolved through the Prime Contractor's informal involvement, then the matter becomes ripe for the Dispute Resolution Process under this Section, and the party may submit its written notice of Dispute Resolution to the City.
- (c) The City is under no obligation to secure or enforce compliance with this Section in which the City is not a party. The City is entitled to notice as required by this Section, but has no obligation to administer, mediate, negotiate, or defray any costs in which the City is not a party, except for the selection of a mediator as set forth in Section 22.6 below.
- (d) If the City is a party to the issue, the party requesting resolution must submit a written request to the City.
- (e) Upon receipt of a written request for dispute resolution that fully complies with the requirements of this Section, the parties to the dispute shall follow the process as set forth in this Section in good faith. The costs of the process shall be divided equally among the parties.

22.5 Formal Resolution Meeting. Representatives of each party shall meet as soon as reasonable to attempt in good faith to resolve the dispute. If the City is a party to the dispute, all other parties must be represented by a person with the authority to settle the dispute on behalf of their respective organizations. The parties may, by agreement and in good faith, conduct further meetings as necessary to resolve the dispute. If resolution is not achieved, the parties shall initiate mediation as set forth below.

22.6 Mediation.

- (a) Selection of Mediator. The parties shall in good faith select a mediator certified in accordance with the rules of mediator certification in Superior Court in North Carolina. If the parties desire a mediator not so certified, the City's consent to such a mediator must first be obtained in writing. If the parties cannot agree to a mediator within a reasonable time, the City shall have the right to unilaterally select a certified mediator if the City is a party to the dispute or, if the City is not a party to the dispute but is requested to do so by a party to the dispute.
- (b) Mediation Contract. Upon selection of a mediator, the parties to the dispute shall in good faith enter into a mediation agreement that shall include terms governing the

time, place, scope, and procedural rules of the mediation including those set forth in Section 22.6(c) below. The agreement shall also include terms governing the compensation, disqualification, and removal of the mediator. All terms of the mediation agreement must be consistent with the terms of this Section and Agreement, as well as all applicable laws. If the parties fail to agree to the procedural rules to be used, then the American Arbitration Association Construction Industry Mediation Rules shall be used to the extent such rules are consistent with this Agreement and applicable law.

(c) Stalemate. If after all reasonable good-faith attempts to resolve the dispute have been made, it appears to the mediator that the parties are at a stalemate with no significant likelihood of reaching resolution, the mediator shall so inform the parties and shall issue a written Notice of Stalemate, which shall conclude the dispute resolution process, unless the parties agree otherwise.

23. No Liability for Special or Consequential Damages. The City and Subrecipient shall not be liable to each other, their agents or representatives or any subcontractors for or on account of any stoppages or delay in the performance of any obligations of the City, or any other consequential, indirect or special damages or lost profits related to this Agreement.

24. Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

25. No Publicity. No advertising, sales promotion or other materials of Subrecipient or its agents or representations may identify or reference this Agreement or the City in any manner without the written consent of the City. Notwithstanding the foregoing, the parties agree that Subrecipient may identify CATS services to its clientele as outlined in its Project.

26. Approvals. All approvals or consents required under this Agreement must be in writing.

27. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any right or remedy, or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that right or remedy or of any other right or remedy.

28. Survival of Provisions. All provisions of this Agreement which by their nature and effect are required to be observed, kept or performed after termination of this Agreement shall survive the termination of this Agreement and remain binding thereafter, including but not limited to the following:

Section 7.5	“Employment Taxes and Employee Benefits”
Section 11	“Equipment”
Section 13	“Representations and Warranties of Subrecipient”
Section 14	“Termination of Agreement”

Section 16	“Indemnification”
Section 17	“Insurance
Section 20	“Notices and Principal Contacts”

29. **Familiarity and Compliance with Laws and Ordinances.** Subrecipient agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Project. Subrecipient further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Project.

30. **Conflict of Interest and Code of Conduct.** Subrecipient shall notify the City immediately if it has a real or apparent conflict of interest with regard to this Agreement. Subrecipient shall not use its position for personal or organizational gain. Subrecipient shall not engage in any transaction that presents a real or apparent conflict of interest. Subrecipient shall not engage in any transaction incompatible with the proper discharge of its duties in the public interest or that would tend to impair independent judgment or action in performance of its contractual obligations.

Subrecipient shall not give gifts or favors to City staff nor shall City staff accept gifts or favors in violation of N.C.G.S. § 133-32 or City Policy HR 12.3 regarding gifts and favors.

31. **Construction of Terms.** Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

32. **Federal Clauses.** The work to be performed under this Agreement will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Agreement. The most recent of such Federal requirements, including any amendments made after the execution of this Agreement, shall govern this Agreement, unless the Federal Government determines otherwise. Subrecipient agrees to comply with the following federal requirements that are applicable to this Agreement and shall incorporate these requirements into any subagreement or subcontract it executes pursuant to its obligations under this Agreement.

To the extent applicable, the Federal requirements contained in the most recent version of the Federal Transit Administration (“FTA”) Master Agreement, as amended (the “Master Agreement”), including any certifications and contractual provisions required by any Federal statutes or regulations referenced therein to be included in this Agreement, are deemed incorporated into this Agreement by reference and shall be incorporated into any sub agreement or subcontract executed by Subrecipient pursuant to its obligations under this Agreement. Subrecipient and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable Federal, State and Local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the work to be

performed under this Agreement. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the FTA terms and conditions.

32.1 Access to Records and Reports.

- (a) Record Retention. Subrecipient shall retain, and shall require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- (b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- (c) Access to Records. The Contractor agrees to provide sufficient access to the City, the FTA and their respective contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- (d) Access to the Sites of Performance. The Contractor agrees to permit the City, the FTA and their respective contractors access to the sites of performance under this contract as reasonably may be required.

32.2 Reserved

32.3 Reserved.

32.4 Buy America. Subrecipient agrees to comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. § 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to CCOG the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. .

32.5 Cargo Preference. To the extent applicable, the Contractor agrees to comply with 46 U.S.C. § 55305 and U.S. Maritime Administration regulations, "Cargo Preference-U.S.-Flag Vessels," 46 CFR Part 381. Subrecipient shall:

- (a) Use privately owned United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or

commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

- (b) Furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- (c) Include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

32.6 Charter Service.

- (a) Subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:
  - (i) Federal transit laws, specifically 49 U.S.C. § 5323(d);
  - (ii) FTA regulations, "Charter Service," 49 CFR Part 604;
  - (iii) Any other federal Charter Service regulations; or
  - (iv) Federal guidance, except as FTA determines otherwise in writing.
- (b) Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA or the City may require corrective measures or impose remedies on it. These corrective measures and remedies may include:
  - (i) Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA or the City;
  - (ii) Withholding an amount of federal assistance as provided by Appendix D to Part 604 of FTA's Charter Service regulations; or
  - (iii) Any other appropriate remedy that may apply.
- (c) Subrecipient shall include the substance of this clause in each subcontract that may involve operating public transit services.

32.7 Clean Air Act & Federal Water Pollution Control Act. Except to the extent the Federal Government determines otherwise in writing, Subrecipient agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q; and the Federal Water Pollution Control Act as amended, 33 U.S.C. §§ 1251-1387.. Specifically, Subrecipient agrees that:

- (a) It will not use any violating facilities;

- (b) It will report the use of facilities placed on, or likely to be placed on, the U.S. EPA "List of Violating Facilities;"
- (c) It will report violations of use of prohibited facilities to FTA; and
- (d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671g); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

32.8 Civil Rights Laws & Regulations. The City is an Equal Opportunity Employer. As such, the City has agreed to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City has agreed to comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- (a) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (b) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, 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 CFR Part 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity)... Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.
- (c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination

against present and prospective employees for reason of age. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.

- (d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*; and Federal transit law at 49 U.S.C. § 5332, Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.
- (e) Access to Services for Persons with Limited English Proficiency. Subrecipient agrees to comply with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. §2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that the Federal Government determines otherwise in writing.
- (f) Environmental Justice. The Company agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. §4321 note; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.
- (g) Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Company agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.
- (h) Other Nondiscrimination Laws. Subrecipient agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable directives prohibiting discrimination, except to the extent that the Federal Government determines otherwise in writing.

Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

### 32.9 Disadvantaged Business Enterprises (DBE).



- (a) Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
  - (i) Withholding monthly progress payments;
  - (ii) Assessing sanctions;
  - (iii) Liquidated damages; and/or
  - (iv) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
  
- (b) To the extent authorized by Federal law, Subrecipient agrees to facilitate participation by Disadvantaged Business Enterprises (each, a “DBE”) in the Project and assures that each subcontractor, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:
  - (i) Subrecipient agrees and assures that it shall comply with Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note, and USDOT regulations, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*, 49 CFR Part 26.
  - (ii) Subrecipient agrees and assures that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract, lease, third party contract, or other arrangement supported with Federal assistance derived from USDOT in the administration of its DBE program and shall comply with the requirements of 49 CFR Part 26. The Contractor agrees to take all necessary and reasonable steps as set forth in 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all subcontracts, leases, third party contracts, and other arrangements supported with Federal assistance derived from USDOT. As required by 49 CFR Part 26, the Contractor’s DBE program approved by USDOT, if any, is incorporated by reference and made part of the Contract. The Contractor agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Contract. Upon notification by USDOT to the Contractor of the Contractor’s failure to implement its approved DBE program, USDOT may impose the sanctions as set forth in 49 CFR Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*, or both.

Subrecipient agrees to include the above assurances in any agreement it signs with a subcontractor for the Project.

32.10 Contract Work Hours and Safety Standards.

- (a) The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and

Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR Part 5.

- (b) The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (c) Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
- (d) The Contractor shall require the inclusion of the language of this clause within subcontracts at all tiers.

32.11 Energy Conservation.

- (a) Subrecipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321, *et seq.*
- (b) Subrecipient agrees to require the inclusion of the language of this clause within subcontracts at all tiers.

32.12 Fly America

- (a) *Definitions.* As used in this clause—
  - (i) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
  - (ii) “United States” means the 50 States, the District of Columbia, and outlying areas.
  - (iii) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- (b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- (c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- (d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

**Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

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- (e) Subrecipient shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this Agreement that may involve international air transportation.

**32.13 Government-Wide Debarment and Suspension.**

- (a) Debarment, Suspension, Ineligibility and Voluntary Exclusion. Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
  - (i) Debarred from participation in any federally assisted Award;
  - (ii) Suspended from participation in any federally assisted Award;
  - (iii) Proposed for debarment from participation in any federally assisted Award;
  - (iv) Declared ineligible to participate in any federally assisted Award;
  - (v) Voluntarily excluded from participation in any federally assisted Award; or
  - (vi) Disqualified from participation in ay federally assisted Award.
- (b) Certification. Upon execution of this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Subrecipient agrees to comply with the requirements of 2 CFR Part 180,

subpart C, as supplemented by 2 CFR Part 1200, throughout the period of this Agreement. Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

- (c) Verification. Subrecipient and all lower-tier participants must verify that the entity with whom the Subrecipient or lower-tier participant intends to do business with is not excluded, pursuant to the definition set out in 2 CFR Part 180.940, or disqualified, pursuant to the definition in 2 CFR Part 180.935. Subrecipient and all lower-tier participants may do this by either: (i) checking the Excluded Parties List System (EPLS), found at <http://epls.arnet.gov> or <http://www.epls.gov>, (ii) collecting the certification form from the lower-tier participant, or (iii) adding a clause or condition to the covered transaction with that lower-tier participant.
- (d) Disclosing Information. Subrecipient and all lower-tier participants, before entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR Part 180.355.

32.14 Lobbying Restrictions. Subrecipient agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Subrecipient and all subcontractor tiers shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the City. This Certification is attached with Subrecipient’s Application in Exhibit A.

Subrecipient further agrees to secure like undertakings from all subcontractor tiers whose subcontracts are expected to be of a value of one hundred thousand dollars (\$100,000.00) or more.

32.15 No Government Obligation to Third Parties.

- (a) The City and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Section 5310 grant, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, Subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Section 5310 grant.
- (b) Subrecipient agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

32.16 Reserved.

32.17 Reserved.

32.18 Program Fraud and False or Fraudulent Statements or Related Acts.

- (a) Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, *et. seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of this Agreement, Subrecipient certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made pertaining to the underlying Agreement or the Project. In addition to other penalties that may be applicable, Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.
- (b) Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Subrecipient, to the extent the Federal Government deems appropriate.
- (c) Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

32.19 Reserved.

32.20 Recycled Products. Subrecipient agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR Part 247.

32.21 Safe Operation of Motor Vehicles.

- (a) Seat Belt Use. The Company is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Company or City.
- (b) Distracted Driving. The Company agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Company owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

32.22 School Bus Operations.

- (a) Subrecipient agrees to comply with 49 U.S.C. § 5323(f) and 49 CFR Part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:
  - (i) Federal transit laws, specifically 49 U.S.C. § 5323(f);
  - (ii) FTA regulations, “School Bus Operations,” 49 CFR Part 605;
  - (iii) Any other Federal School Bus regulations; or
  - (iv) Federal guidance, except as FTA determines otherwise in writing.
- (b) If Subrecipient violates this School Bus Agreement, FTA may:
  - (i) Bar Subrecipient from receiving Federal assistance for public transportation; or
  - (ii) Require subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, Subrecipient may not use federally funded equipment, vehicles, or facilities. Subrecipient should include the substance of this clause in each subcontract or purchase under this Agreement that may operate public transportation services.

32.23 Reserved.

32.24 Reserved.

32.25 Reserved.

32.26 Reserved.

32.27 Federal Changes.

- (a) Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient’s failure to so comply shall constitute a material breach of this Agreement.
- (b) Subrecipient agrees to include the above clause in each subcontract, and it is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provision.

32.28 ADA Access. Subrecipient agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:

- (a) DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37;
- (b) DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR Part 27;
- (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, “American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38;

- (d) Department of Justice (DOJ) regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR Part 35;
- (e) DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36;
- (f) General Services Administration regulations, “Accommodations for the Physically Handicapped,” 41 CFR Subpart 101-19;
- (g) Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630;
- (h) Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR Part 64, Subpart F;
- (i) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609;
- (j) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194; and
- (k) Any implementing requirements FTA may issue.

Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

32.29 Trafficking in Persons. Subrecipient agrees that it and its employees that participate in the Recipient’s Award (City’s Section 5310 Program), may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient’s Award is in effect,
  - (b) Procure a commercial sex act during the period of time that the Recipient’s Award is in effect, or
  - (c) Use forced labor in the performance of the Recipient’s Award or subagreements thereunder.
- (e) Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any of the City’s requests which would cause the City to be in violation of the FTA terms and conditions. This requirement extends to all third-party contracts and their contracts at every tier.

**IN WITNESS WHEREOF**, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

(SIGNATURES ON NEXT PAGE)

CITY OF CHARLOTTE

CENTRALINA COUNCIL OF GOVERNMENTS

By: Debra D. Campbell

By: Jim Prosser

Print Name: Debra D. Campbell

Print Name: Jim Prosser

Title: Assistant City Manager

Title: Executive Director

Date: 8/18/17

Date: 8/8/17

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Deputy Finance officer

\_\_\_\_\_  
Date

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act."

Randy M. ...  
Finance Officer

8/15/2017  
Shamal Shah



**EXHIBIT A**  
**Application**

**CALL FOR PROJECTS &**  
**GRANT APPLICATION**

CHARLOTTE-MECKLENBURG  
URBANIZED AREA'S

ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS  
WITH DISABILITIES PROGRAM (SECTION 5310)

## I. INTRODUCTION & BACKGROUND

In July 2012, Congress authorized a new federal transportation bill, Moving Ahead for Progress in the 21st Century (MAP-21), which consolidated two transit programs under previous legislation (Section 5310: "Transportation for Elderly Persons and Persons with Disabilities" and Section 5317: "New Freedom Program") into a single: "Enhanced Mobility of Seniors and Individuals with Disabilities" (Section 5310). The purpose of this consolidated program is to provide funds for projects that serve the special needs of transit-dependent populations when traditional public transportation services are insufficient, unavailable, or inappropriate and programs that expand the transportation options beyond those required by the Americans with Disabilities Act (ADA).

### **Section 5310 Designated Recipient**

The City of Charlotte is the Designated Recipient for Section 5310 funds allocated by formula for the Charlotte-Mecklenburg Urbanized Area (Char-Meck UZA). The City's public transit department, the Charlotte Area Transit System (CATS), administers the program in accordance with federal law and regulations

This Section 5310 funding application package includes information on funding availability, project eligibility, and the application timeline, among other items.

## II. ELIGIBLE PROJECTS & SUBRECIPIENTS

To be eligible for 5310 funding, projects and services must be derived from or included in a locally developed coordinated human services transportation plan. Additionally, eligible Section 5310 projects must serve the urbanized area where the funds were apportioned (there is either an origin or destination located within the urban boundary). The "Coordinated Human Services Transportation Plan for the Charlotte Urbanized Area FY2016-FY2021" (UZA Coordinated Plan) can be found at <http://charlottenc.gov/cats/transit-planning/Pages/coordinated-services-plan.aspx>.

**A. TRADITIONAL SECTION 5310 PROJECTS.** Section 5310 requires that, of the funds apportioned to a designated recipient, no less than fifty-five percent (55%) of the funds must be available for public transportation capital projects that meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable, or inappropriate (Traditional 5310 Projects).

It is not sufficient that seniors and individuals with disabilities are merely included (or assumed to be included) among the people who will benefit from the Project.

### **1. Eligible Subrecipients for Traditional 5310 Projects:**

- a) **Private Non-Profit Organizations.** Subrecipients qualifying as private non-profit organizations must provide a copy of their IRS Tax Identification Number Certificate and a copy of the charter and bylaws as filed with the North Carolina Secretary of State as proof of non-profit eligibility.

b) **State or Local Governmental Authorities.** According to 49 USC § 5302, this includes a political subdivision of the state, an Indian tribe, or a public corporation, board, or commission established under state law that is:

- (i) Approved by the state to coordinate services for seniors and individuals with disabilities; or
- (ii) Certifies that no nonprofit corporations or associations are readily available in an area to provide the service.

**2. Examples of Traditional 5310 Projects.**

- Purchase of rolling stock and other capital activities for paratransit service;
- Passenger facilities related to Section 5310-funded vehicles—purchase and installation of benches, shelters and other passenger amenities;
- Related activities and support facilities and equipment for Section 5310-funded vehicles—preventive maintenance, radios and communication equipment, wheelchair lifts and securement devices, computer hardware and software, ITS, dispatch systems, and fare collection systems;
- Lease of Equipment (if more cost-effective than purchase);
- Contracted services (capital and operating included);
- Support for mobility management and coordination programs among public transit providers and human service agencies; and
- Capital activities to support ADA-complementary paratransit service.

B. **OTHER SECTION 5310 PROJECTS.** Up to 45 percent (45%) of a designated recipient's annual apportionment may be utilized for public transportation projects that exceed the requirements of the ADA, that improve access to fixed route service and decrease reliance by individuals with disabilities on paratransit, or that provide an alternative to public transportation that assists seniors and individuals with disabilities with transportation.

1. **Eligible Subrecipients for Other 5310 Projects** include the eligible subrecipients for Traditional 5310 Projects above, as well as:

- (i) **Private Operators of Public Transportation.** In order to receive 5310 Program funding, these recipients must be able to document that they are, and have been providing, shared-ride service (two or more passengers in the same vehicle who are otherwise not traveling together) to the public or to special categories of users on a regular basis.

**2. Examples of Other Section 5310 Projects.**

- a) Public transportation projects that meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable or inappropriate (capital only)(see examples above)
- b) Public transportation projects that exceed the requirements of the ADA (capital and operating). Examples include:
  - (i) Expansion of paratransit service area and/or hours;
  - (ii) Cost for providing same day paratransit service;
  - (iii) Enhanced paratransit service—providing escorts or assistance through door;

- (iv) Acquisition of vehicles or equipment to accommodate mobility aids that exceed ADA dimension and load standards;
  - (v) Installation of additional securement locations in buses beyond what is required by the ADA; and
  - (vi) Accessible feeder services.
- c) Public transportation projects that improve access to fixed-route service and decrease reliance on paratransit by individuals with disabilities (capital and operating). Examples include:
- (i) Accessibility improvements to transit and intermodal stations that are not key stations—accessible path to a bus stop; adding elevator, ramps, or detectable warnings; improving signage or wayfinding; technology improvements that enhance accessibility; and
  - (ii) Travel training.
- d) Alternatives to public transportation that assist seniors and individuals with disabilities with transportation (capital and operating). Examples include:
- (i) Purchasing vehicles to support accessible taxi, ride-sharing, or vanpooling programs—must meet regulatory requirements and permit the passenger to remain in his or her mobility device inside the vehicle;
  - (ii) Administration and expenses related to voucher programs offered by human service providers. Transit passes for use on existing fixed route or ADA paratransit service are not eligible; and
  - (iii) Volunteer driver and aide programs.

### **III. FUNDING REQUIREMENTS**

#### **A. SECTION 5310 PROGRAM LOCAL SHARE GUIDANCE**

1. **General.** Section 5310 funds may be used to finance capital, operating expenses, and mobility management (MM) projects. The Federal share of eligible capital and MM costs may not exceed 80 percent (80%) of the net cost of the activity. The Federal share of the eligible operating costs may not exceed 50 percent (50%) of the net operating costs of the activity.

The subrecipient is responsible for securing the local matching funds for their Section 5310 project and all of its local share must be provided from sources other than Federal United States Department of Transportation (USDOT) funds. Local share requirements are flexible to encourage coordination with other federal programs that may provide transportation, such as Health and Human Services or Medicaid. **Fare revenue or user fees generated by the service to be supported by the 5310 Program grant cannot be used as matching funds.** Examples of sources that may be used to meet any or all of the local share requirement include:

- State or local appropriations;
- Dedicated tax revenues;
- Private donations;
- Revenue from human service contracts;
- Net income generated from advertising and concessions;

- 
- Income from contracts to provide human service transportation;
  - Other non-USDOT Federal funds that are eligible to be expended for transportation including: employment training, community services, vocational rehabilitation services, and Temporary Assistance for Needy Families (TANF). Examples of other types of federal funding that may be available as a local match can be found at <https://www.transit.dot.gov/ccam>.

2. **Soft Match.** Non-cash shares such as donations, volunteer services, or in-kind contributions are eligible as long as the value of each is documented and supported, AND it is a cost that would otherwise be eligible under the 5310 Program. **Applicants that intend to use these sources are required to submit an in-kind valuation plan with their application for review and approval by the City.**

**In-kind Valuation Plan.** In-kind contributions can only be used for operating and mobility management expenses. In-kind contributions are the value of non-cash contributions, received from a third party, for real property, equipment, and/or goods and services directly benefitting and specifically identifiable to the project.

In-kind contributions must be included as project costs, and the value of the services must be documented. If your organization intends to use in-kind contributions as a match, certain conditions apply. Those conditions are:

- a) An In-kind Valuation Plan **MUST BE SUBMITTED AND APPROVED** in writing by the City prior to being used for the project.
- b) Detailed documentation must be submitted that includes, but is not limited to:
  - (1) A statement from the person or organization providing the goods or services;
  - (2) The value of the goods or services; and
  - (3) The goods or services must be necessary for the project.

#### **IV. PROGRAM MEASURES AND REPORTING REQUIREMENTS**

The Section 5310 Program has federally mandated reporting requirements. Subrecipients will be required to report on their project each time they make a claim for reimbursement from their funded grant. **Quarterly reports will be required regardless of financial activity.** Subrecipients will submit both quantitative and qualitative information on each of the following measures:

##### **Traditional Section 5310 Projects**

1. **Gaps in Service Filled.** Provision of transportation options that would not otherwise be available for seniors and individuals with disabilities measured in numbers of seniors and people with disabilities afforded mobility they would not have without program support as a result of traditional Section 5310 projects implemented in the current reporting year.
2. **Ridership.** Actual or estimated number of rides (as measured by one-way trips) provided at least quarterly for individuals with disabilities and seniors, and Section 5310-supported vehicles, and services as a result of traditional Section 5310 projects implemented in the current reporting year.

### Other Section 5310 Projects

1. Increases or enhancements related to geographic coverage, service quality and/or service times that impact availability of transportation service for seniors and individuals with disabilities as a result of other Section 5310 projects implemented in the current reporting year.
2. Additions or changes to physical infrastructure (e.g. transportation facilities, sidewalks, etc.), technology and vehicles that impact availability of transportation services for seniors and individuals with disabilities as a result of other Section 5310 projects implemented in the current reporting year.
3. Actual or estimated number of rides (as measured by one-way trips) provided for seniors and individuals with disabilities as a result of other Section 5310 projects implemented in the current reporting year.

### APPLICATION INSTRUCTIONS

This call for projects for the Charlotte-Mecklenburg Urbanized Area (Char-Meck UZA) will result in grants with a maximum period of performance of two (2) years (**July 1, 2017 – June 30, 2019**). Funding for subsequent years is not guaranteed. It will be necessary to reapply and go through another competitive process for subsequent funding.

Funded projects will be selected through a competitive process that will be coordinated by the City of Charlotte. All eligible applicants intending to request funds need to ensure their proposed projects are included in the "Coordinated Human Services Transportation Plan for the Charlotte Urbanized Area FY2016-FY2021", which can be downloaded at <http://charlottenc.gov/cats/transit-planning/Pages/coordinated-services-plan.aspx>.

Applicants are strongly encouraged to review the federal Certifications and Assurances in preparation for beginning the application. The Certifications and Assurances contain various federal requirements the applicant must comply with before and during the project. The applicant and the applicant's attorney must also affirm compliance with those federal requirements as part of their application and annually thereafter if the project is funded. The current *Federal Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements (C&As)* found at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/fiscal-year-2017-annual-list-certifications> There will be additional contractual provisions to comply with if the project is funded.

Completed applications should be submitted to:

Phil Charneskie at [pcharneskie@charlottenc.gov](mailto:pcharneskie@charlottenc.gov) Applications are due February 21, 2017 by 5:00pm. Applications to be delivered as one (1) original with three (3) paper copies and an electronic copy (either CD ROM or USB), to CATS Finance Division, 9<sup>th</sup> Floor, 600 East 4<sup>th</sup> Street, Charlotte, NC 28202.

Early submittals are encouraged. Do not submit the application without all of the required documents attached. An incomplete application will not be reviewed. No applications will be accepted after the deadline.

#### Application Timeline

Target Dates	Task/Event
January 25, 2017	Application Package Distributed
February 14, 2017	Non-Mandatory Information Meeting
February 21, 2017	Applications due
March 9, 2017	Applicant interviews (if required)
March 22, 2017	Selected applications forwarded to FTA



**SECTION 1: APPLICANT INFORMATION**

Legal Name (Agency): Centralina Council of Governments

Address: 9815 David Taylor Drive

City, State, Zip Charlotte, NC 28262

Federal Tax ID Number: 56-0930373

Doing Business As (DBA) Name *If applicable* \_\_\_\_\_

Applicant's DUNS Number (*Unique 9-Digit number issued by Dun & Bradstreet. May be obtained free of charge at: <http://fedgov.dnb.com/webform>*):  
121688311

Parent Agency DUNS NUMBER (*Required only if different than Applicant*):  
\_\_\_\_\_

**Project Manager and Title:**

Name: Katie Kutcher Title: Aging Programs Coordinator

Telephone: 704-348-2705 Fax: 704-347-4710

Email address: kkutcher@centralina.org

**Project's Service Area** (*List the county or counties that will be served by the proposed project*):  
Charlotte UZA (Mecklenburg, Iredell & Union Counties)

**Organization Type**

- Local Government Authority
- Private Non-Profit Organization (*please attach IRS 501(c)(3) documentation of non-profit status and charter and bylaws filed with NC Secretary of State*)
- Operator of Public Transportation Services
- Private Operator of Public Transportation Services

**Current Vehicle Inventory:**

\_\_\_\_\_ Vans    \_\_\_\_\_ Vans/Lifts    \_\_\_\_\_ Sedans or Minivans

\_\_\_\_\_ Buses                      X \_\_\_\_\_ N/A

**Federal Financial Assistance Transparency Act (FFATA)** FFATA mandates the disclosure of the names and total compensation of the five most highly compensated officers of an entity if:

- The Applicant received 80% or more of its annual gross revenues in the preceding fiscal year from the federal government (all federal sources, not just FTA); and
- Those revenues were greater than \$25M; and
- The public does not have access to the information through Securities and Exchange Commission or Internal Revenue Service filings as specified in FFATA

Applicant should select "Yes" if they are subject to the reporting requirements of FFATA and "No" if they are not subject to Executive Compensation Reporting

Yes

No

<u>Full Name</u>	<u>Total Compensation</u>
1 _____	\$ _____
2 _____	\$ _____
3 _____	\$ _____
4 _____	\$ _____
5 _____	\$ _____

**SECTION 2: APPLICANT'S EXISTING SERVICES AND SERVICE AREA**

**1. What is the Applicant's organizational mission?**

CCOG is dedicated to helping this region find innovative solutions to both existing and future challenges facing Greater Charlotte region and to unifying the region's collective resources to help grow the economy and jobs, improve the quality of life and control the cost of government.

**2. Describe the target population(s) the Applicant serves and the existing products and/or services provided to those population(s).**

As the current recipient of 5310 funding, CCOG is committed to enhancing and improving transportation options for older adults and people with disabilities through regional mobility management efforts, including regional coordination, the one-call, one-click center, training for transportation providers, and volunteer transportation services.

**3. Describe the Applicant's qualifications and experience with implementing this type of Project.**

CCOG has been the recipient of 5310 Funding for the Rural and Small Urban areas from the North Carolina Department of Transportation since 2011.

Centralina Council of Governments has proven to be a competent recipient of 5310 funds. In addition, this project will allow CCOG to implement and enhance

current regional efforts including the one-call, one-click center, training, regional coordination and Volunteer Transportation Services in the Charlotte Urbanized Area.

Centralina COG administers over 15 million dollars annually in grant funds and has extensive experience with implementing this type of project.

**4. Provide a brief description of the Applicant's existing service area, including demographic, economic, and geographic information.**

Centralina Council of Governments provides services to a diverse 9 county region including rural, small urban and urban areas.

The 9 county region includes Anson, Cabarrus, Gaston, Lincoln, Iredell, Mecklenburg, Stanly, Rowan and Union Counties.

Currently, mobility management services are offered in the rural and small areas within the region, having a current population of 2,069,755.

**SECTION 3: PROJECT INFORMATION**

**Target Groups (s) to be served by Project:**

- Seniors
- Individuals with Disabilities

**Project Type**

- Traditional Section 5310 Project
- Other Section 5310 Project

	Traditional 5310 Project	Other 5310 Project
<b>Total Project Cost by Budget Type:</b>	Capital \$ _____ Mobility Manager \$ <u>265,000</u>	Capital \$ _____ Operating \$ _____ Mobility Manager \$ _____
<b>Total Federal Request Match(es) not included</b>	Total Federal Request \$ <u>212,000</u>	Total Federal Request \$ _____

**1. Scope of Proposed Services:**

	<b>Elderly</b>	<b>Disabled</b>
How many of the targeted population live in the area you propose to serve?	129,598 adults over the age of 65 in Charlotte UZA (in addition, about 40% of older adults are living with a disability)	103,682 people with disabilities in the Charlotte UZA
Of the number listed above, how many have the unmet transit need your project addresses?	According to the Coordinated Human Services Transportation Plan; 244,195 older adults or people with disabilities may have transportation needs.	According to the Coordinated Human Services Transportation Plan; 244,195 older adults or people with disabilities may have transportation needs.
How many people with the unmet transit need will you serve through this project?	1,814 older adults and or people with disabilities each year	1,814 older adults and or people with disabilities each year

**2. Describe the Project Plan in Detail including a timeline and milestones for the completion of the Project.** *This should completely describe what you want to do and how you are going to do it if you receive the requested funding. Although not required, the Applicant may want to attach maps, pictures, marketing plans, draft brochures, charts or graphs in support. If the applicant is working in partnership with or coordinating with other agencies or organizations, letters of support from these agencies or organizations may be attached. For projects seeking operating assistance, provide details of proposed routes, schedules, and trip coordination strategies. For capital projects, explain the quantity and type of assets to be procured, use, useful life, and whether assets are expansion or replacement assets. If the project has multiple elements (i.e., operating, mobility management, capital), please include a description of how these elements relate to each other.*

**\*Please see attached document outlining Project Plan in detail.**

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**3. Describe the intended service area that will benefit from your proposed project. Include pertinent demographic information about the service area in your answer. Include relevant demographic data and the sources of that data.**

This project will serve older adults and people with disabilities in the Charlotte UZA. In addition, the project seeks to serve service providers who work with these individuals as well by being a resource for transportation questions, needs and training for the region.

According to the Census data there are 103,682 people with disabilities in the Charlotte UZA and 129,598 adults over the age of 65 in the Charlotte UZA.

It is estimated that this project will serve at least 1,814 older adults and or people with disabilities each year both directly and indirectly through providing assistance to individuals seeking transportation via the one-call center or website or through volunteer transportation services and through those served by providers who receive Aging & Disability/ ADA training.

**4. Describe how the Project addresses the identified needs in the Coordinated Human Services Transportation Plan for the Charlotte Urbanized Area FY2016-FY2021" (UZA Coordinated Plan) and provide the page number(s) in the UZA Coordinated Plan.**

CCOG's strategic, comprehensive Mobility Management efforts address a number of transportation needs identified in the Coordinated Human Services Transportation Plan for the Charlotte Urbanized Area FY2016-FY2021 including; on Page 16 it identifies that "Many individuals with disabilities, seniors, and veterans are unaware of the wide range of available public transportation services" CCOG's one-call, one-click center, outreach and educational materials and efforts seek to address this need.

In addition, page 17 identifies the need for Mobility Management and improved coordination between transportation providers as well as an increase and expansion for volunteer transportation services to help address unmet transportation needs.

5. Estimate the annual number of unduplicated passengers who will be served or the number of one-way trips that will be provided from the proposed project. Explain how the estimate was determined.

This is a request for funding for a Mobility Management Project to increase coordination, increase, improve and enhance transportation options for older adults and people with disabilities. We have been told this is a 2 year project and estimate serving over 3,628 individuals either directly or indirectly. Which is based of 2 years of serving at least 1% of older adults and people with disabilities in the Charlotte UZA (1,814 each year).

6. Describe the qualifications of the key personnel assigned to the project and the percentage of time each person will be involved in the project. Will the applicant need to hire additional personnel to support the project? (Please attach resume/curriculum vitae of any key personnel for the Project.)

\*Resumes Attached and additional information in supporting word document.

7. Describe how the project relates to any federal or other programs that the applicant operates and, if applicable, how the applicant plans to use these resources to leverage this project.

CCOG is also the recipient of a 5310 Grant to serve the Rural and Small Urban areas of the 9 County Centralina Region. The regional efforts align with goals and mission of the urbanized area and therefore CCOG can leverage the Urbanized efforts to improve, increase and enhance transportation options for older adults and people with disabilities including a one-call, one-click center, educational materials regarding transit options in the region, Study of transit needs, Volunteer Transportation Services, Regional Coordination efforts and quarterly meetings, exploring regional scheduling software, uniform screening tools and strategies to reduce barriers to transportation access.

8. How will the applicant sustain the proposed service and maintain any vehicles after the grant period?

N/A- This is a mobility management project and will not utilize fleet vehicles. Regarding sustaining the service and efforts, CCOG's goal is to create systemic changes that will have long-term impact on the community rather than

just to provide temporary relief. The CCOG recommendations should help with regional coordination and will enhance and increase transportation options for older adults and people with disabilities in the Charlotte UZA.

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**A. TRADITIONAL 5310 PROJECTS ONLY:**

1. **Describe the mobility options the seniors and/or individuals with disabilities in this service area have now and discuss how your project creates more mobility options.**  
In the Charlotte Urbanized Area there are a variety of fixed route transportation options and demand response transportation options provided by a number of transit providers, including CATS, CATS Special Transportation Services, MTS, ICATS and Union County Transportation Services. This project creates more mobility options, in a variety of ways including Volunteer transportation Services. This program was created to serve those who cannot access, afford or qualify for existing services. The one-call, one-click center which provides information about transportation options to older adults and people with disabilities and the service providers who serve these individuals in the Charlotte UZA. Mobility Management efforts include community education about existing transportation options and transportation resources (Such as Travel Training through Disability Rights & Resources) Many older adults and people with disabilities and unaware of their transit options. CCOG conducts a number of community outreach efforts such as information sessions at Senior Centers, Nutrition Programs, Health Fairs and Faith Based Communities.

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2. **Explain how the capital project you are proposing, enhances the mobility of seniors and/or individuals with disabilities in your service area.**  
This project not only increases mobility options for older adults and people with disabilities, but it also enhances the mobility options for this population by working with the transit providers and appropriate city and county entities to identify transportation barriers and make improvements to increase access to transportation. In addition, the Aging & Disability /ADA training for transit drivers enhances and improves the customer service experience for older adults and people with disabilities utilizing existing services in the Charlotte UZA.

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3. According to the Federal Circular, it is not sufficient to assume seniors and/or individuals with disabilities will be included in the traditional 5310 project. Describe the details of the planning and design of your project that establishes that seniors and/or individuals with disabilities will be included in the project.

CCOG regularly engages older adults, people with disabilities and the services providers who work with those individuals through community engagement opportunities and survey work to determine unmet needs. In addition, older adults and people with disabilities may become passengers for Volunteer Transportation Services which seeks feedback through a comment card provided after each trip. Older Adults and people with disabilities will also be engaged as volunteer advocates during accessibility audits.

**B. OTHER SECTION 5310 PROJECTS ONLY**

1. To be funded as an Other 5310 Project, the project must meet at least one of three qualifying criteria including:
- a. Does your project exceed ADA minimum requirements? \_\_\_\_\_
  - b. Does your project improve access to fixed route service and decrease reliance by individuals with disabilities on ADA complementary paratransit service? \_\_\_\_\_
  - c. Does your project provide alternatives to public transportation that assist seniors and/or individuals with disabilities with transportation? \_\_\_\_\_
2. If you answered 'yes' to any of the questions in 1(a), 1(b) or 1(c) above, describe how your project meets this qualifying criteria.

CCOG is applying with a traditional Mobility Management Project - not "Other Section 5310 Project".

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3. Other 5310 Projects must be planned, designed and carried out to meet the transportation needs of seniors and/or individuals with disabilities, although the service may also be used by the general public. Describe how seniors and/or individuals with disabilities will be targeted and how the general public will be part of the project.

CCOG is applying with a traditional Mobility Management Project and has described the heavy involvement and inclusivity of this initiative.

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**SECTION 4: COORDINATION.** *The FTA requires that projects funded under Sections 5310 meet the needs described in the approved locally developed public transportation human service coordinated plan.*

1. Describe how the project will be coordinated with human service agencies, nearby jurisdictions and/or public and private transportation providers. Identify any partnerships that will be involved in the implementation of the project. (i.e. vehicle sharing, scheduling & dispatching center, training, shared rides, shared costs) , including the other agency's role(s) in the Project. Attach any letters or agreements as support of coordination with those agencies.

Centralina Council of Governments conducts regional Mobility Management activity and regularly includes and seeks the input of older adults, people with disabilities and the public and private transportation and human service agencies that serve these individuals. In fact, CCOG partnered with CATS to implement two different surveys to help inform the development of the Coordinated Human Services Plan. CATS created a survey for transportation and human service agencies and CCOG helped to distribute the survey and CCOG created a survey for older adults and people with disabilities. CCOG's regional Mobility Management efforts include exploring coordinated scheduling software, uniform applications, regional training and leveraging volunteers to address unmet needs.

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**2. Describe how the Applicant will continue to involve key stakeholders throughout the Project life.**

CCOG hosts quarterly Regional Mobility Management Meetings that include fixed-route and demand response transportation providers. In FY17 CCOG received a 5310 grant for the Charlotte UZA and added a Charlotte UZA roundtable discussion on the agenda each month. The NCDOT, CATS, ICATS, Union County Transportation Services are all have regular participation among other providers.

**3. Describe how the Applicant will market and promote public awareness of the Project.**

CCOG will market and promote public awareness of the project through a variety of efforts.

CCOG and Centralina Area Agency on Aging are engaged in numerous community outreach and education efforts and will include information regarding transportation efforts and mobility management efforts. In addition, the project will be promoted via the Centralina Mobility Management website, [www.centralinamobility.org](http://www.centralinamobility.org) which is advertised in the All About Seniors Magazine, Volunteer Transportation Services is also included in Just 1 Call's database, All About Seniors and CCOG has outlined a marketing budget to solicit advertisements in local papers and publications and or radio and other marketing mediums in the Charlotte UZA.

**SECTION 5: IMPLEMENTATION PLAN.**

**1. Describe the method that will be used to monitor and evaluate the success of this project. List the measurable indicators of success. Each goal should list the steps/objectives the Applicant will use to measure achievement toward the goal. Please make your goals and objectives clear and assessable as they will be the measure by which the Project will be evaluated.**

CCOG will engage in continuous close monitoring and evaluation of the successes of this project by the following:  
maintaining data regarding the one-call, one-click center as well as soliciting survey feedback as to the effectiveness of the center.

In addition, CCOG completes evaluations of Aging & Disability / ADA trainings provided to transit providers as well as feedback from transit providers for quarterly meetings.

CCOG will also continue to seek feedback and satisfaction surveys from all Volunteer Transportation Services Passengers.

Additional measurements of achievement are listed in the detailed program plan.

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**2. Explain how the Project relates to other services or programs provided by your agency or firm and demonstrate how it can be achieved within your technical capacity.**

This 5310 grant for the Charlotte UZA relates to the Rural/ Small Urban Regional 5310 Mobility Management Project CCOG has been involved with for the past 6 years. CCOG has made great progress with Regional goals and will continue to work with the existing transportation providers to address unmet transportation needs for older adults and people with disabilities and increase regional coordination. The partnership in CCOG between the Planning department and the Area Agency on Aging create the technical capacity to succeed. In addition, CCOG received a 5310 grant for the Charlotte UZA in FY17 to begin focused Mobility Management efforts in the Charlotte UZA and this project would permit CCOG to build on the momentum and strong foundation of regional transportation efforts.

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3. When could your project begin upon receiving funding? Describe the process your organization would take to implement the project.

This proposed 5310 project builds on CCOG's current Charlotte UZA efforts and therefore the agency is poised and ready to implement the project immediately since the proposed project is a continuation of Mobility Management efforts in the Charlotte UZA. CCOG utilizes project tracking tools to establish timelines for goals, objectives and a solid implementation plan.

**SECTION 6: BUDGET**

1. Indicate all sources of local match for each year that funding is requested. *If the Applicant intends to use in-kind contributions as part of its local match, an In-kind Valuation Plan must be submitted to CATS for approval with your application. If local match funds are from an existing grant, please attach a copy of the grant agreement/contract or supporting documentation.*

CCOG plans to utilize CCOG membership dues to make up the 20% local match \$53,000 for the 2 year project.

\*Attached is a detailed budget.

2. Is there a commitment of funds beyond the requested grant period? *If yes, please explain the nature of the commitment. If no, please explain the steps you will take to attain sustainability*

CCOG is engaged with a number of Mobility Management efforts and plans to continue to apply for 5310 funds to increase and enhance transportation options and accessibility for older adults and people with disabilities.

In addition to the Charlotte UZA 5310 funds, CCOG regularly applies for funds for the rural and small urban areas.

Regarding Volunteer Transportation Services, there are a number of fundraising and additional grant writing efforts underway to work towards long-term sustainability of the initiative.

**PROJECT BUDGET (CAPITAL AND OPERATING EXPENSES)**

Capital Budget (80/20) Equipment/Facilities	Type of Service	Cost	Federal Share (80%)	Local Share (20%)	Source of Local Share
Mobility Management Grant		\$265,000	\$212,000	\$53,000	CCOG Membership Dues
<b>Total</b>		\$265,000.00	\$212,000.00	\$53,000.00	

Operating Budget (50/50)	Type of Service	Cost	Federal Share (50%)	Local Share (50%)	Source of Local Share
<b>Total</b>		\$-	\$-	\$-	

**SECTION 7: PROGRAM EFFECTIVENESS AND PERFORMANCE INDICATORS.**

1. How does your organization plan to collect information to monitor quality control and customer satisfaction related to implementing the proposed project? Include in your description any measurable indicators you propose to use.

CCOG will engage in continuous close monitoring and evaluation of the successes of this project by the following:

maintaining data regarding the one-call, one-click center as well as soliciting survey feedback as to the effectiveness of the center.

In addition, CCOG completes evaluations of Aging & Disability / ADA trainings provided to transit providers as well as feedback from transit providers for quarterly meetings.

CCOG will also continue to seek feedback and satisfaction surveys from all Volunteer Transportation Services Passengers.

CCOG will also continue to seek feedback and satisfaction surveys from all Volunteer Transportation Services Passengers.

\*Additional information in detailed implementation plan attached.

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2. Describe how the proposed project aligns with the overarching mission of your organization.

This project directly aligns with the CCOG mission to address challenges in our region that impact residents quality of life.

Transportation is a lifeline for older adults and people with disabilities and provides access to numerous community services and supports.

It also aligns with the CCOG mission to reduce the cost of government because data has shown that increased coordination

of transportation providers and services will improve effective use of Federal, State and local funds to better meet the needs of older adults and people with disabilities.

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3. Describe any experience your organization has as an existing grantee of 5310 funds, or similar fund administration, as well as experience with financial reporting such as quarterly reports, annual audits and/or other forms of financial reporting.

CCOG has more than 5 years of experience implementing, managing and reporting Federal 5310 projects and 1 year experience conducting a 5310 grant in the Charlotte UZA and is therefore poised and ready to carry out this project.

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4. Describe any training, maintenance, inspections and/or service monitoring you plan to do focused on managing risk and providing safe services.

CCOG is not a direct transit provider and will be engaging in Mobility Management activities. However, there is a volunteer transportation component to the CCOG Mobility Management efforts and there are a number of systems in place to ensure a safe service including drug and background checks for all drivers, required copy of current registration, inspection for all vehicles and current insurance coverage for all drivers. All drivers complete a safety training including First Aid as well as Aging & Disability Sensitivity Training.

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## APPLICANT CONTACTS

Provide the name, title, address, phone/fax number, and e-mail for the following key contact people for the Project:

1. Executive Director/Chairman of the Board  
Jim Prosser, Director, CCOG, [jprosser@centralina.org](mailto:jprosser@centralina.org) 704-372-2416 (All CCOG Staff)
2. Administrative Contact (person responsible for grant administration)  
Katie Kutcher, CCOG, [kkutcher@centralina.org](mailto:kkutcher@centralina.org)
3. Operations Contact (person responsible for operational issues)  
Katie Kutcher, CCOG
4. Procurement Contact (person responsible for procuring assets and preparing bid packages)  
Vicki Bott, CCOG, [vbott@centralina.org](mailto:vbott@centralina.org)
5. Financial Contact (person responsible for billing, accounting, closeouts, reimbursement requests)  
Marsha Sutton, CCOG, [msutton@centralina.org](mailto:msutton@centralina.org)
6. Audits Contact (responsible for annual audits)  
Marsha Sutton, CCOG
7. Legal Counsel  
Shumaker, Loop & Kendrick, atten.: William H. McNair, Esq.
8. EEO Representatives – An Applicant’s Chief Executive Officer (CEO) should designate an EEO Officer and adequate staff to administer the EEO program. The EEO Officer should be an executive and should report directly to the CEO. Care should be taken to avoid conflicts when assigning responsibility for administering the EEO program as a collateral duty assignment, e.g., a personnel officer may have a conflict of interest.  
Vicki Bott, CCOG
9. DBE Representative  
Venecia Rock, CCOG, [vrock@centralina.org](mailto:vrock@centralina.org)
10. ADA Representative  
Patricia Cowan & Venecia Rock, CCOG
11. Title VI Representative  
Venecia Rock, CCOG



## DOCUMENTS AND RECORDKEEPING

Indicate where the following program records will be retained and provide the name of the individual responsible for maintaining documents.

<u>DOCUMENT</u>	<u>LOCATION</u>	<u>NAME AND TITLE OF RESPONSIBLE PERSON</u>
Contract (w/City)	CCOG	Kelly Weston, CCOG
Contract (w/Service Provider))	CCOG	Kelly Weston, CCOG
Civil Rights Records (EEO, Title VI, ADA)	CCOG	Venecia Rock, Human Resources
Financial Records	CCOG	Marsha Sutton, Finance
Procurement and Bid Documents Including RFPs	CCOG	Vicki Bott, Grants Management
Certifications & Assurances	CCOG	Katie Kutcher, Aging
Others (List):		

### Capital Projects:

Vehicle Records N/A

Non-Vehicle Records CCOG Katie Kutcher, Aging

### Transportation Service Projects:

Driver Manifests N/A

Daily Pre-Trip forms N/A

Maintenance Records N/A

Drug & Alcohol Data N/A

Ridership Records

CCOG Katie Kutcher, Aging

## PROJECT PERSONNEL

1. List all positions, names, titles and the number of positions, which will be charged to this grant during this grant period. Next to each position indicate the percentage of the position/individual salary that will be charged to the grant.

Michelle Nance, Planning Director: 12%  
Blair Israel, Planner: 17%  
Katherine Hebert, Planner: 17%  
Katie Kutcher, Aging Programs Coordinator: 13%  
Elisa Gregorich, Aging Specialist: 17%

2. For positions that will only be PARTIALLY charged to this grant, describe how the estimated percentage of the salary to be charged to the grant was derived. If percentage of time to be charged to grant is estimated, describe what auditable mechanism(s) will be used to verify the actual time that an individual spends on grant related activities.

Percentages were based on experience with FY17 5310 Grant for Charlotte UZA. Accufund time sheets will be used to verify actual time all individuals spent on grant related activities.

3. Are all individuals listed in item 1 above currently working in their job titles? If not, explain what the differences are between their current positions and the position that will be charged to the grant and why they are not working in their grant positions.

Yes.

4. Attach to this exhibit an official organizational chart showing the reporting/supervisory relationships of each of the positions listed above.

Attached CCOG Organizational Chart.

### IN-KIND VALUATION PLAN

An In-Kind Valuation Plan is required for operating and mobility management projects to support the distribution of indirect administrative costs related to the grant program. An applicant must submit the plan for approval and the plan **MUST BE APPROVED** in writing by CATS prior to being used for the project. This section **MUST** be completed by applicants who plan to apply in-kind contributions to the grant.

N/A

### THIRD PARTY CONTRACTING

If an applicant is planning to purchase any goods or capital assets from a third party, it must follow the applicable competitive process required by the FTA. If the applicant is planning to contract out service under this grant, then the applicant must list all proposed service to be contracted out (i.e., transportation services, computer routed services, dispatching, auditing, drug and alcohol testing, legal, marketing, maintenance) to a third party. All bids/RFP/contract awards must have prior CATS review and approval. A price/cost analysis must be done by the applicant prior to request. See FTA Third Party Contracting Guidelines Circular FTA C 4220.1F.

<u>Bid/RFP/State Contract</u>	<u>Name/Type of Asset/Service</u>	<u>Timeframe</u>	<u>Estimated Cost/Budget</u>
VTS	Contracted Service	FY17	

## EXHIBIT B

### Certifications & Assurances

The following certifications should be submitted with the Application. Note that these are in addition to the *Federal Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements (C&As)* found at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/fiscal-year-2017-annual-list-certifications>. At the end of the Certifications and Assurances document there is space for the applicant's authorized representative and attorney to sign. That document should also be included with your application.

FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES FOR  
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: Centralina Council of Governments

The Applicant agrees to comply with applicable provisions of Categories 01 – 23.

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

<u>Category</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan and Public Transportation Agency Safety Plan.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
12.	State of Good Repair Program.	_____
13.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
14.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
15.	Seniors and Individuals with Disabilities Programs.	_____
16.	Rural Areas and Appalachian Development Programs.	_____
17.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
18.	State Safety Oversight Grant Program.	_____
19.	Public Transportation Emergency Relief Program.	_____
20.	Expedited Project Delivery Pilot Program.	_____
21.	Infrastructure Finance Programs.	_____
22.	Paul S. Sarbanes Transit in Parks Program.	_____
23.	Hiring Preferences	_____

**FTA FISCAL YEAR 2016 CERTIFICATIONS AND ASSURANCES**

**FEDERAL FISCAL YEAR 2016 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE**  
**(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)**

**AFFIRMATION OF APPLICANT**

Name of the Applicant: Centralina Council of Governments

Name and Relationship of the Authorized Representative: Jim Prosser, Executive Director, CCOG

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2016, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during federal fiscal year 2016.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: [Signature] Date: 6/27/16  
Name: Jim Prosser  
Authorized Representative of Applicant

**AFFIRMATION OF APPLICANT'S ATTORNEY**

For (Name of Applicant): \_\_\_\_\_

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature: [Signature] Date: 6/28/2016  
Name: William A McNaire  
Attorney for Applicant

*Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*

**CERTIFICATION OF AUTHORIZED REPRESENTATIVE FOR ENHANCED  
MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES**

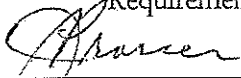
Centralina Council of Governments      Digitally signed by Centralina Council of Governments  
Date: 2017.03.01 15:58:48 -0500

The 's Section 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities' Application, as authorized below with signature, is a material representation of fact upon which the City of Charlotte (City) will rely on in awarding the FTA formula program. The Application will be incorporated by reference into the grant agreement. The information in the Application, grant agreement, and other project records are public record, unless protected under North Carolina law. Therefore, Applicants should not include information regarded as confidential.

By signing below the Authorized Representative of the Applicant affirms that he/she has read, understands and agrees to all of the FTA regulations and policies applicable to the Project. To the best of his/her knowledge and belief, all information and data supplied in the Application is true and correct.

The Authorized Representative, on behalf of the Applicant, agrees to all requirements set forth in the documents listed below, as applicable to the specific project.

- FTA FFY 2016 Certifications and Assurances (Annual Document)
- FTA C 4220. 1F Third Party Contracting Guidance
- FTA C 9070.1G Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions
- FTA C 5010. 1D Grant Management Requirements
- FTA C 4710.1 Americans with Disabilities Act Guidance
- FTA C 4702.1B Title VI Requirements and Guidelines for Federal Transit Administration Recipients
- FTA C 4703.1 Environmental Justice Policy Guidance for Federal Transit Administration Recipients
- FTA C 4704 Equal Employment Opportunity Program Guidelines for Grant Recipients
- OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)



\_\_\_\_\_  
Signature of the Authorized Representative

Jim Prosser

\_\_\_\_\_  
Name of Authorized Representative

Executive Director

\_\_\_\_\_  
Title of Authorized Representative

Centralina Council of Governments

\_\_\_\_\_  
Full Legal Name of Organization

3/2/2017

\_\_\_\_\_  
Date



LOBBYING CERTIFICATION

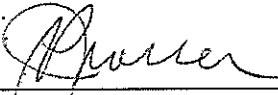
The undersigned Centralina CCOG certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)]. [Note: Language in paragraph (2) herein has been modified in accordance with §10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all applicants shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Applicant, Centralina CCOG, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Applicant understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Applicant's Authorized Official

Jim Prosser, CCOG Executive Director  
\_\_\_\_\_

Name and Title of Applicant's Authorized Official


3/2/2017

\_\_\_\_\_  
Date

SUSPENSION & DEBARMENT CERTIFICATION

By signing and submitting its Project, the Applicant certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the Applicant knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Applicant agrees to comply with the requirements of 2 CFR Part 1200.220, and 2 CFR Part 180, which replaces the requirements and guidelines of the previously controlling 49 CFR Part 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Applicant further agrees to include a provision requiring such compliance in its lower tier covered transactions.



\_\_\_\_\_  
Signature of Applicant's Authorized Official

Date

3/2/2017

Jim Prosser, CCOG Executive Director

\_\_\_\_\_  
Name and Title of Applicant's Authorized Official

**LOCAL SHARE CERTIFICATION FOR FUNDING**

(This form is required for EACH separate funding request)

CCOG  
(Legal Name of Applicant)

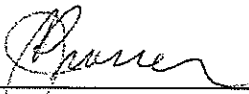
Local matching funds will be required for all application submittals. For projects requiring operating funds, the required local match is 50 percent (50%) of net operating expenses. For projects requiring capital funds, the required local match is 20 percent (20%) of the net cost of the project.

The local match must be provided from sources other than federal Department of Transportation funds. Guidance is provided in FTA Circular 9070.1G "Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions". Applicants are responsible for verifying the eligibility of non-USDOT federal funds the applicant proposes to use as their local match.

Requested Funding Amounts

	Net Project Cost	Local Share	Local Source(s)
Capital (Vehicles & Other)	\$ <u>265,000</u>	\$ <u>53,000</u> (20% of net)	1. CCOG Membership Dues 2. Non-Federal funds 3.
Operating	\$ _____	\$ _____ (50% of net)	1. 2. 3.
<b>TOTAL</b>	\$ <u>265,000</u>	\$ <u>53,000</u>	

I, the undersigned representing (Legal Name of Applicant) CCOG do hereby certify to the City of Charlotte, that the required local funds will be available as of July 1, 2017.

  
\_\_\_\_\_  
Signature of Authorized Official

Jim Prosser, CCOG Executive Director  
\_\_\_\_\_  
Type Name and Title of Authorized Official

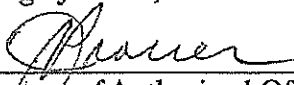
3/2/2017  
\_\_\_\_\_  
Date

**SECTION 5310 TITLE VI PROGRAM REPORT**

Legal Name of Applicant: CCOG  
 (Complete either Part A or Part B and Part C)

**Part A – No complaints or Lawsuits Filed**

I certify that to the best of my knowledge, **No complaints or lawsuits** alleging discrimination have been filed against *(Transit System or Applicant's Name)* CCOG during the period **July 1, 2016 through June 30, 2017**.

 3/2/2017  
 Signature of Authorized Official Date

Jim Prosser, CCOG Executive Director  
 Type Name and Title of Authorized Official

**Part B – Complaints or Lawsuits Filed**

I certify that to the best of my knowledge, the below described complaints or lawsuits alleging discrimination have been filed against *(Transit System or Applicant's Name)* CCOG during the period July 1, 2016 through June 30, 2017.

Complainant Name/Address/Telephone Number	Date	Description	Status/Outcome

(Attach an additional page if required.)

\_\_\_\_\_  
 Signature of Authorized Official Date

\_\_\_\_\_  
 Type Name and Title of Authorized Official

**Part C Title VI Plan**

Do you currently have a Title VI Plan: \_\_\_\_\_

Date of last plan update: \_\_\_\_\_

**CONFLICT OF INTEREST**

Except as may be identified and explained below, the undersigned hereby certifies that, no member of the Charlotte City Council, Mecklenburg Board of County Commissioners, Metropolitan Transit Commission, officer, employee, or former employee of the City, AND

no elected, appointed, or employed official or employee of the State of North Carolina or of a governing body, instrumentality, or political subdivision within the territory comprising Mecklenburg County, AND

no relative of persons described above, AND

no member of or delegate to the Congress of the United States

has an interest whatsoever (regardless of how indirect and how remote that interest may be) in the Applicant's organization and/or in the proceeds of any contract and/or agreement which might be made between the Applicant and the City as result of the successful bid/proposal accompanied by this certification; no person who is or who during the past twelve (12) months has been a member of the Charlotte City Council, Mecklenburg Board of County Commissioners, Metropolitan Transit Commission, an officer or employee of the City is employed by or on behalf of the Applicant's organization; and that until acceptance of all work or services to be performed under any resulting contract or agreement, the Applicant shall not enter into any contract involving services or property, whether or not related to the performance of any resulting contract or agreement, with any of the aforementioned persons or with any business in which any such person has an interest, direct or indirect.

Except as identified and explained below and with City's prior approval the Applicant shall not engage in any activity, or accept any employment, interest or contribution that would create an appearance of a conflict of interest (personal or organizational) or reasonably appear to compromise the Applicant's judgment with respect to all work or services to be performed under any resulting contract or agreement.

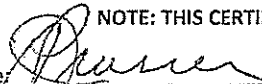
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned certifies that he/she is legally authorized by the Applicant to make the above representation, and that the representation is true to the best of his knowledge and belief and without deliberate omission of any inquiry which would to the best of his belief tend to change the above representation. The undersigned understands that any representation made knowing it to be false may be cause to disqualify the Applicant from competing for award for the contract at hand, may be cause to terminate the resulting contract and disqualify the Applicant from being awarded future contracts by the City.

The Applicant certifies that neither he nor any agent, representative, or other party acting on his behalf has offered or given any gratuity or gratuities, in the form of gifts, entertainment, or otherwise, to any director, officer, or employee of the City or of any person, firm, consultant or contractor retained by the City, with a view to securing the contract or of securing favorable treatment with respect to the award hereof, and the Applicant further certifies that neither he nor any agent, representative, or other party acting on his behalf will offer or give any such gratuity to any director, officer, or employee of the City or of any such consultant or contractor with a view to securing favorable treatment with respect to any change or amendment to the contract, or to any other action with respect to the performance hereof.

The Applicant further understands that in addition to submitting this certification at the time of bid/proposal submission to the City, the Applicant shall also be required to submit a similar certification at the time of execution of any resulting contract.

**NOTE: THIS CERTIFICATION MUST BE SIGNED AND SUBMITTED WITH THE APPLICATION**

Signature: 

Title: Jim Prasser, CCOG Executive Director Date of Signing: 3/2/2017

Firm or Corporate Name: Centralina Council of Governments

Address: 9815 David Taylor Drive  
Charlotte, NC 28262

Telephone Number: 704-372-2416

EEO QUESTIONNAIRE

Threshold Requirements: Any applicant, recipient, or sub-recipient is required to comply with program requirements in Chapter III if it meets the following thresholds:

- a. Employees 50 or more transit-related employees\*; and
b. Requests or receives capital or operating assistance under Sections 3, 4(i), or 9 of the FTA; assistance under 23 U.S.C. 142(a)(2) or 23 U.S.C. 103(e)(4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or
c. Request and receives planning assistance under Sections 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year.

I declare (or certify, verify, or state) that none of the above thresholds apply to Centralina Council of Governments.

Signature [Handwritten Signature] Date 11-1-16
Name, Title Jim Prosser, Executive Director

\*\*\*\*\*

Name of Organization
State DOT MPO Transit Agency City

TrAMS ID:

- 1. How many employees do you have in your organization?
2. How many of those employees are \*transit related?
\*A transit related employee is an employee of an FTA applicant, recipient, or subrecipient who is involved in an aspect of an agency's mass transit operation funded by FTA. For example, a city planner involved in a planning bus routes would be counted as part of the recipient's work force, but a city planner involved in land use would not be counted.
3. How much did your organization receive in capital or operating assistance the previous fiscal year?
4. How much did your organization receive in planning assistance the previous fiscal year?
5. Does your agency submit an EEO Program? Yes No.
If yes, what is the date of your last submission?
6. Do you contract out any of your transit services? Yes No.
If no, skip to question 7. If yes,
a. What is the name of agency (s)?
b. How much does the agency receive in capital or operating assistance?

- c. How much does the agency receive in planning assistance? \_\_\_\_\_
- d. How many transit employees does the agency have? \_\_\_\_\_
- e. Does the agency submit a EEO Program to you? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, what is the date of their last EEO submission? \_\_\_\_\_

7. What is the date of your last Triennial Review (If applicable)? \_\_\_\_\_  
a. Were there any deficiencies? \_\_\_\_\_ Yes \_\_\_\_\_ No.  
If yes, in what area(s) \_\_\_\_\_  
\_\_\_\_\_

b. Are any of the deficiencies still open \_\_\_\_\_ Yes \_\_\_\_\_ No.  
If yes, in what area(s)? \_\_\_\_\_  
\_\_\_\_\_

8. What is the date of your last State Management review (If Applicable)? \_\_\_\_\_  
a. Were there any deficiencies? \_\_\_\_\_ Yes \_\_\_\_\_ No.  
If yes, in what area(s) \_\_\_\_\_  
\_\_\_\_\_

b. Are any of the deficiencies still open \_\_\_\_\_ Yes \_\_\_\_\_ No.  
If yes, in what area(s)? \_\_\_\_\_  
\_\_\_\_\_

9. Has your agency participated in a EEO compliance review? \_\_\_\_\_  
If yes,  
a. Were there any deficiencies? \_\_\_\_\_ Yes \_\_\_\_\_ No.  
If yes, in what area(s) \_\_\_\_\_  
\_\_\_\_\_

b. Are any of the deficiencies still open \_\_\_\_\_ Yes \_\_\_\_\_ No.  
If yes, in what area(s)? \_\_\_\_\_  
\_\_\_\_\_

I declare (or certify, verify, or state) that the foregoing is true and correct.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

## **Additional Attachments**

- I. **Supporting Narrative for Grant Application including additional Staff Information, Budget Information, *Section 3- Question 2 Plan & Milestones & Section 5- Implementation Plan & Section 7- Performance Indicators***  
*Due to formatting challenges with the PDF- all three questions are addressed in the below implementation outline and timeline of deliverables and performance indicators.*
- II. **Staff Resumes**
- III. **CCOG Organizational Chart**
- IV. **Map of Charlotte UZA**
- V. **Map of older adults in Charlotte UZA**
- VI. **Sample Mobility Management Brochure**
- VII. **Sample Volunteer Transportation Services Brochure**

*CCOG has Letters of Support for Regional Mobility Management Efforts on file from Human Service Agencies, Community Partners, Transportation Providers and Resolutions of Support from local government bodies available upon request.*



**Charlotte UZA 5310 Grant Supporting Information  
Centralina Council of Governments**

***Section 3- Question 6: Describe the qualifications and responsibilities of key personnel who will manage this project?***

**Key Staff Charlotte UZA 5310**

**Michelle Nance** (Planning Director) has a Master's in Public Administration with 21 years of planning experience at the local and regional levels, including service as Planning Director for a MPO Lead Planning Agency (Gastonia), serving on the Executive Committee for the Metrolina Regional Travel Demand Model, serving as project lead on the Metrolina Region CommunityViz project (which included three MPOs and two RPOs), and supervising the Greater Charlotte Regional Freight Mobility Plan. She also led the CONNECT regional scenario planning efforts to develop transportation and land use alternatives to accommodate future regional growth. Michelle will supervise the Mobility Management Program, assist in quarterly transit provider meetings, supervise the implementation of strategies to reduce transportation barriers, and bring in partners as needed to facilitate this work.

**Katie Kutcher** (Aging Programs Coordinator) has her Masters in Gerontology and over 9 years of experience working with older adults and people with disabilities in the community. Katie will serve as the Project Manager and oversee the Volunteer Transportation Services expansion efforts, provide trainings and facilitate quarterly transit provider meetings.

**Blair Israel** (Senior Planner) – Since 2002, Blair has served on the CCOG staff as a land use, pedestrian and greenway planner for communities throughout the Centralina Region. Blair has conducted numerous public input meetings and workshops. He has prepared training materials and community education materials. Blair will be maintaining the Mobility Management Website, exploring regional scheduling software, assisting as needed with graphics, community training, GIS Mapping, and the implementation of the Recommendations from the FY16 Barrier Survey Analysis.

**Katherine Hebert** (Senior Planner) – has a Master's in City and Regional Planning and over 6 years of experience in Healthy Community Design Work including land use and transportation planning to promote an active lifestyle, access to healthy food, and the ability to age-in-place. Katherine will be working with staff, interns, and volunteers to conduct walkability audit trainings and audits in the Charlotte UZA.

**Elisa Gregorich** (Aging Specialist)- has been with the Centralina Area Agency on Aging for 3 years and specializes in community outreach, education, volunteer recruitment and training. Elisa has experience in Volunteer Transportation Services expansion efforts in the Charlotte UZA through 5310 work in FY17.

**Budget Summary**

**5310 Charlotte UZA Budget**

Printing	\$1,497.00
Advertising	\$1,497.00
Website Maintenance	<u>\$3,000.00</u>
Subtotal:	\$5,994.00
Staff:	\$259,006.00
Total:	\$265,000.00
	80% Federally Funded- \$212,000.00
	20% Local Match- \$53,000.00

Person	Billable Rate (salary, fringe, indirect)	Hours Expected Each Project Year	Total	Percentage
Michelle Nance	\$145	250	\$36,250	12%
Blair Israel	\$82	350	\$28,700	17%
Katherine Hebert	\$74	350	\$25,973	17%
Katie Kutcher	\$69	270	\$18,630	13%
Elisa Gregorich	\$57	350	\$19,950	17%
<b>TOTAL</b>			\$129,503	
<b>TOTAL 2 Year Budget</b>			<b>\$259,006</b>	

\*Note- This budget is based off the continuation of the CCOG FY17 Charlotte UZA 5310 Project and has been updated to reflect a two-year grant project.

**Section 3- Question 2 Plan & Milestones & Section 5- Implementation Plan & Section 7- Performance Indicators** *Due to formatting challenges with the PDF- all three questions are addressed in the below implementation outline and timeline of deliverables and performance indicators.*

**Goals & Objectives**

**GOAL: Implement Recommendations from CCOG's 2016 Mobility Barriers Survey**

**OBJECTIVES:**

- Implement recommendations and highlight those that are specific to the Charlotte UZA.
- Continue to engage the Centralina Mobility Management committee.
- Develop specific performance metrics, action plans and timeline for implementation.
- Implement 2 recommendations each year. related to the removal of current barriers (as identified through the survey).
- Evaluate effectiveness through customer feedback.

**GOAL: Enhance Physical Access to Transit Options**

**OBJECTIVES:**

- Develop criteria for selecting transit stops for study for year 1 and year 2 of project including CATS & ICATS.
- Meet with applicable transit agencies to select transit stops meeting selection criteria.
- Continue partnering with agencies with an interest in accessibility to collaborate for success such as Sustain Charlotte, Disability Rights & Resources and of course the transit providers CATS & ICATS.
- Select and map six transit stops for study related to access issues each year. Provide focus on stops near Senior Centers and Senior Nutrition Programs as well as Health & Human Services.
- Perform walkability audits around 6 transit stops, identifying access barriers.
- Develop recommendations for increasing access to 6 transit stops.
- Provide walk audit recommendations to applicable agencies and assist them with plans for implementing changes.
- Evaluate the impact of improvements to transit stops and surrounding means of access on rider satisfaction and transit use.

**GOAL: Enhance One-Call, One-Click Center & Market, Market, Market!**

**OBJECTIVES:**

- Continuously seek input and updates from transportation providers.
- Maintain Website [www.centralinamobility.org](http://www.centralinamobility.org) with correct information and add resources about multi-modal transportation.
- Utilize Mobility Management Brochure for marketing and education efforts.
- Hold 4 education efforts monthly to inform older adults, people with disabilities and veterans of transportation options in Charlotte UZA in partnership with VTS outreach efforts.
- Develop and distribute press releases and advertise transportation options in the Charlotte UZA for seniors and those with disabilities.
- Track Call Center, website, and brochure utilization on a quarterly basis.
- Seek input and updates from transportation providers on ways to improve the One-Call, One-Click Center and Market, Market, Market via presentations, print ads, etc.
- Conduct an ongoing satisfaction survey of callers and website visitors, summarizing results annually.

**GOAL: Continue Regional Mobility Management Coordination Efforts****Objectives:**

- Host regional quarterly meetings of service providers and stakeholders.
- Include Charlotte UZA presentations and discussion items on the meeting agendas.
- Engage Mobility Management Network including private/ public providers and older adults and people with disabilities and additional human service provider stakeholders in educational opportunities and meetings related to mobility management efforts.

**GOAL: Expand VTS to the Charlotte UZA Area****OBJECTIVES:**

- Host regularly scheduled volunteer trainings within the Charlotte UZA.
- Host an online training program available on the VTS website and regularly updated and tracked to meet the needs of volunteers.
- Conduct 4 Outreach Events Monthly for VTS in the Charlotte UZA.

## ***key milestones to be completed on a month by month basis (Quarterly)***

### **Charlotte UZA Project Deliverables by Quarter FY18-FY19**

#### **Implement Recommendations Findings from CCOG's 2016 Mobility Barriers Survey**

##### **Quarter 1:**

- Identify recommendations for Charlotte UZA to focus on for Year 1 & 2 with input from Mobility Management taskforce.

##### **Quarter 1-2:**

- Prioritize survey recommendations with input from the Centralina Mobility Management committee.
- Develop specific performance metrics, action plans and timeline for implementation.

##### **Quarter 2-4:**

- Implement 2-3 recommendations related to the removal of current barriers (as identified through the survey).
- Discuss implementation of recommendations with Mobility Management committee.
- Evaluate effectiveness through customer feedback.

##### **Quarter 5-7:**

- Implement 2-3 recommendations related to the removal of current barriers (as identified through the survey).
- Discuss implementation of recommendations with Mobility Management committee.
- Evaluate effectiveness through customer feedback.

##### **Quarter 8:**

- Summarize the recommendations implemented and the evaluation of the impact.

#### **Enhance Physical Access to Transit Options**

##### **Quarter 1:**

- Draft criteria for selecting transit stops for study.
- Map current and future transit routes within the Charlotte UZA.

- Review current satisfaction levels and rider feedback with the transit stops.
- Identify agencies to assist with the walkability audits.

**Quarter 2:**

- Meet with applicable transit agencies to select transit stops meeting selection criteria.
- Select and map six transit stops for study related to access issues.
- Partner with identified agencies to perform walkability audits around 3 transit stops, identifying access barriers.

**Quarter 3:**

- Partner with identified agencies to perform walkability audits for 3 transit stops, identifying access barriers.
- Develop recommendations for increasing access to 6 transit stops.

**Quarter 4:**

- Provide walk audit recommendations from the first 6 walkability audits to applicable agencies.

**Quarter 5:**

- Meet with applicable transit agencies to select transit stops meeting selection criteria.
- Select and map six transit stops for study related to access issues.
- Partner with identified agencies to perform walkability audits around 3 transit stops, identifying access barriers.

**Quarter 6:**

- Partner with identified agencies to perform walkability audits for 3 transit stops, identifying access barriers.
- Develop recommendations for increasing access to 6 transit stops.

**Quarter 7:**

- Provide walk audit recommendations from the second set of 6 walkability audits to applicable agencies.

**Quarter 8:**

- Summarize the findings of the 12 transit stop walkability audits, recommendations, and impacts of any implemented improvements.

**Enhance One-Call, One-Click Center & Market, Market, Market!**

**Quarter 1:**

- Seek input and updates from transportation providers on ways to improve the One-Call, One-Click Center and Market, Market, Market!
- Revise Website [www.centralinamobility.org](http://www.centralinamobility.org) correct information and add resources about multi-modal transportation.
- Revise Mobility Management Brochure as needed.
- Conduct community outreach regarding transportation options (in partnership with VTS outreach efforts). At least 4 monthly.
- Track Call Center, website, and brochure utilization.

**Quarter 2:**

- Print new Mobility Management Brochure for use with education and outreach.
- Launch revised website.
- Develop and distribute press release about the launch of the revised website, brochure, and additional training or resources available.
- Implement a satisfaction survey for website viewers.
- Track Call Center, website, and brochure utilization.

**Quarter 3:**

- Develop a follow-up survey/or focus group for website viewers & One Call callers to evaluate effectiveness and satisfaction.
- Track Call Center, website, and brochure utilization and satisfaction.

**Quarter 4:**

- Seek input and updates from transportation providers on improvements to the One-Call, One-Click Center and Market, Market, Market!
- Implement a survey or focus group for the One-Call, One-Click Center.
- Track Call Center, website, and brochure utilization and satisfaction.

**Quarter 5:**

- Implement any suggested changes made by transportation providers.
- Track Call Center, website, and brochure utilization and satisfaction.

**Quarter 6-7:**

- Develop and distribute press release about the improvements to the program and improved customer satisfaction.
- Track Call Center, website, and brochure utilization and satisfaction.

**Quarter 8:**

- Write annual summary of satisfaction surveys for riders, callers, and website visitors.
- Track Call Center, website, and brochure utilization and satisfaction.

**Continue Regional Mobility Management Coordination Efforts**

**All Quarters:**

- Host meetings of service providers and stakeholders.
- Add Charlotte UZA presentations and discussion topics to Quarterly Mobility Management Meetings.
- Provide regular updates on progress and invite providers and stakeholders to attend trainings and other educational opportunities related to mobility management or accessibility including Aging and Disability/ADA Training. Offer at least 2 annually in Charlotte UZA.



### Expand VTS to the Charlotte UZA Area

#### All Quarters:

- Host 3 volunteer trainings within the Charlotte UZA.
- Host an online training program available on the VTS website and regularly updated and tracked to meet the needs of volunteers.
- Conduct 4 VTS outreach events monthly in the Charlotte UZA.

**MICHELLE E. NANCE**  
313 WAVE CREST DRIVE, TEGA CAY, SC 29708

E-mail: [Michelle.Nance1227@gmail.com](mailto:Michelle.Nance1227@gmail.com)

Home: 704-654-2806

**PROFESSIONAL EXPERIENCE**

**CENTRALINA COUNCIL OF GOVERNMENTS, CHARLOTTE, NC**

***Planning Director*** (February 2012 – Present)

- Supervise agency planning program staff in the areas of land use, transportation, healthy communities, housing, energy, water, and public engagement.
- Serve as co-director of Centralina Health Solutions, a center for healthy and lifelong communities, in partnership with the Centralina Area Agency on Aging.
- Manage the Centralina Health Solutions Plan4Health project aimed at increasing access to physical activity opportunities in historically underrepresented neighborhoods at risk for poor health outcomes.
- Initiated the Planning for Healthy Communities conference in 2013 as a way to build cross-discipline collaboration between land use and transportation planners, public health professionals, and park officials in the region. Fourth annual conference held August 2016.
- Manage the Greater Charlotte Regional Freight Mobility Plan, a cooperative effort of six transportation planning organizations, linking transportation, land use, and economic development partners, initiatives and recommendations related to the efficient movement of goods within, and through, a 14-county, bi-state region.
- Provided comprehensive oversight for the creation of this region's first-ever Regional Growth Framework to guide projected growth within the 14-county Charlotte region.
- Managed the transportation, land use, public health, public engagement, and housing elements of the three-year CONNECT Our Future regional planning project, a HUD Sustainable Communities Initiative, which included multi-disciplinary stakeholder committees, consultant management, and outreach to over 8,400 residents in 14 counties.
- Designed and managed a regional scenario planning process to develop regional growth priorities and a Preferred Growth Concept map supporting community activity centers, linked by multiple transportation choices.
- Manage the Centralina Mobility Management Agency, which provides mobility training, cross-agency networking, and best practice resources aimed at improving mobility for seniors, veterans, and persons with disabilities.
- Convene local government and private sector leaders to address shared issues of local and regional concern, including the Regional Conference of Mayors, city and county managers, planners, fleet managers, solid waste and recycling stakeholders, etc.
- Consult with and advise local officials on planning and governance issues, build consensus on complex issues, and provide relevant training to local government staff.

**CITY OF GASTONIA, NC**

***Director of Planning and Development Services*** (July 2010 – January 2012)

- Managed all aspects of the City's planning, community development, building inspections, zoning administration, code enforcement, development review and related programs.
- Responsible for program planning, policy development, budget management, administration, and operational direction for the department, which includes five divisions; Planning, Transportation Planning, Housing and Neighborhoods, Building Services, and Engineering Standards, with a budget of over \$4 million.
- Managed multiple federal and state grant programs for the City, including:

- Community Development Block Grant and HOME funds for various housing programs
- Energy Efficiency and Conservation Block Grant funds and the Energy Efficiency in Government Buildings program funds for energy related projects
- NC Department of Health and Human Services, Active Living and the Built Environment funds to identify policy barriers to active living in three Gaston County communities
- NC Department of Environment and Natural Resources Recreational Trails funds for greenway expansions
- ❑ Managed the Gaston Urban Area Metropolitan Planning Organization (MPO) as the lead planning agency. Supervised planning activities and distribution of federal transportation planning funds for thirteen member local governments.
- ❑ Managed the preparation and adoption of the City's comprehensive plan, *Gastonia 2025: Our Place in the Future*, adopted May 2011.
- ❑ Overhauled the City's economic development incentive program to focus on indicators such as job creation, average wages, and green building practices (LEED certification).
- ❑ Developed an action plan and reorganized staff and resources to meet day-to-day operation needs due to staff reductions and two and one-half departments merging into one.

***Development Services Manager*** (July 2007 – June 2010)

- ❑ Developed and implemented innovative solutions to move projects forward, including facilitating the Region of Excellence award winning Gaston Mall Connector Road project.
- ❑ Resolved conflicts between developers, contractors, and the City.
- ❑ Developed systems to promote consistency for the development community, in terms of code interpretations, communication, and solving issues.
- ❑ Developed customer friendly policies, processes, and educational materials for the public.
- ❑ Worked with interest groups to provide information and obtain feedback on new City initiatives, fees, and proposals.
- ❑ Directed the creation, review, and implementation of the City's Unified Development Ordinance.

***Deputy Director of Planning*** (August 2006 – June 2007)

- ❑ Responsible for the City's long-range planning process. Prepared and presented small area plans, corridor and neighborhood plans for specific areas of the City.
- ❑ Directed City's greenway program, including route planning, securing funding, and construction administration.
- ❑ Managed the application and review process for the City's historic districts.
- ❑ Supervised three staff members in the long-range planning and Geographic Information System (GIS) divisions.

***Senior Planner II*** (September 2000 – July 2006)

- ❑ Administered current planning activities including rezoning, conditional use permits, and ordinance text amendments. Responsible for applications, legal advertising, public notice, staff reports, communication with applicants and citizens, and presentations to the Gastonia Planning Commission and City Council. Averaged seven - ten hearings per month.
- ❑ Responsible for site plan and subdivision review and approval.
- ❑ Developed growth related City policy, including major updates to the City's sign ordinance and specifications for planned residential developments.

***Planner II*** (June 1999 – August 2000)

- ❑ Created small area, neighborhood, and corridor plans.
- ❑ Provided staff assistance to the Historic District Commission.

- ❑ Developed grant proposals and administered grants received for the City's greenway program.
- ❑ Worked in a team environment to facilitate planning charrettes, generate data for the Census 2000 effort, provide input on rezoning proposals, and plan future greenway connections.

**NC DEPARTMENT OF COMMERCE, DIVISION OF COMMUNITY ASSISTANCE, WINSTON-SALEM, NC**  
**Planner** (August 1996 – May 1999)

- ❑ Developed growth management tools for communities in the Piedmont Triad including land use, corridor, and strategic plans, and zoning and subdivision ordinances.
- ❑ Provided facilitation services for municipal and county governing boards and commissions.
- ❑ Developed downtown revitalization plans in coordination with the Main Street Program.
- ❑ Developed tools for tourism planning including a Tourism Resource Inventory database template that was adopted by the NC Division of Tourism, Film and Sports Development to be used statewide.
- ❑ Co-chair / Governor's technology committee - 1998 Governor's Summit on America's Promise and Volunteerism.

**HIGH POINT PLANNING AND DEVELOPMENT DEPARTMENT, HIGH POINT, NC**  
**Planning Technician** (December 1994 – August 1996)

- ❑ Member of a multi-jurisdictional planning team organized to create the Guilford County comprehensive plan, *Forecast 2015*.
- ❑ Created the first Guilford County Atlas, including over fifty maps related to past and future development, natural resources, and demographic trends.
- ❑ Created slide show presentations, innovative maps, and support graphics for the plan.

**EDUCATION**

- ❑ East Carolina University - Master of Public Administration / Concentration in Urban Planning Professional Paper – "Alternative Strategies for Controlling Growth, Guilford County, NC"
- ❑ East Carolina University – BS in Urban and Regional Planning / Double Major in Geography
- ❑ Public Executive Leadership Academy (PELA), UNC School of Government, 2010

**PUBLICATIONS / ACTIVITIES / PROFESSIONAL AFFILIATIONS**

- ❑ *Carolina Planning Journal*, "Re-Connecting Planning and Health", Michelle Nance, AICP and Katherine Hebert, Summer 2017
- ❑ *Planning Magazine*, "Eat Better, Move More, Work Together: Cities and towns of all sizes are creating healthier communities through planning and systems-level change", February 2017. Interviewed to discuss the Plan4Health project and quoted within the article.
- ❑ *Planning Magazine*, "Special Report: 21<sup>st</sup> Century Comprehensive Plan", March 2016. Interviewed to discuss the CONNECT Our Future project and quoted within the article.
- ❑ *Carolina Planning Journal*, "50 years of Influential North Carolina Planners", Denise Boswell and Michelle Nance, AICP, Summer 2007
- ❑ *Carolina Planning Journal*, "Planning Ahead: An Interview with Michelle Nance", Carolina Planning Editors, Summer 2007
- ❑ *Carolina Planning Journal*, "Top 10 Planning Events in North Carolina, 1946-2006", David R. Godschalk, FAICP, Wes Hankins, FAICP, and Michelle Nance, AICP, Summer 2006

- 
- ❑ Metrolina Regional Travel Demand Model Executive Committee, 2010 - Present
  - ❑ Charlotte Regional Alliance for Transportation (CRAFT), 2014 – Present
  - ❑ Charlotte Regional Transportation Planning Organization, Metropolitan Transportation Plan Advisory Committee, 2016

- ❑ Centralina Economic Development Commission (CEDC) Board Member, 2008 – 2010
- ❑ CONNECT Gaston, 2008 - 2010
- ❑ APA - Chapter Presidents Council Executive Committee, 2007-2009
- ❑ APA - Membership Committee, 2007-2008
- ❑ President, North Carolina Chapter of the American Planning Association, 2005-2007
- ❑ Vice-President for Chapter Development, NC Chapter of the American Planning Association, 2003-2005
- ❑ Chair of the NCAPA Membership and Special Projects Committee and Chapter Webmaster, 1998-2003

- 
- ❑ Member of the American Institute of Certified Planners, 1999 – Present
  - ❑ Member, International City/County Management Association, 2014 – Present

### **RECENT PROFESSIONAL PRESENTATIONS**

- ❑ *Serving up Health Equity Southern Style*, American Planning Association National Conference, New York, NY, May 2017.
- ❑ *New Fair Housing Rules, Tools and Realities for Planners*, APA-NC Annual Conference, Asheville, NC, September 2016
- ❑ *Planning for Healthy Places: Tools and Partnerships*, APA-NC Annual Conference, Asheville, NC, September 2016
- ❑ *State of the Art Regional Planning*, American Planning Association National Conference, Phoenix, AZ, April 2016
- ❑ *Fair and Balanced Housing*, American Planning Association National Conference, Phoenix, AZ, April 2016
- ❑ *Healthy Communities: Setting the Context*, Walkability Audit and Park Access Training, Charlotte, NC, April 2016
- ❑ *Small Town & Rural Planning Deep Dive*, APA-NC Annual Conference, Raleigh, NC, October 2015
- ❑ *CONNECT Our Future Health Toolkits*, Planning for Healthy Communities Conference, Mooresville, NC September 2015
- ❑ *NC Metros Using Technology to Evaluate Growth Decisions*, ICMA National Conference, Charlotte, NC, September 2014
- ❑ *Public Engagement Tools: One Size Does Not Fit All*, APA-NC Annual Conference, Durham, NC, October 2014
- ❑ *Case Study in Partnerships and Engagement*, HUD Sustainable Communities Initiative Grantee Convening, Washington, DC, December 2014
- ❑ *Regional Planning: Why Should Local Governments Be Interested?* APA-NC Annual Conference, Winston-Salem, NC, September 2013

### **AWARDS**

- ❑ *Connect Our Future*, 2016 Innovation Award, Communicating Results and Public Engagement, National Association of Development Organizations, 2016
- ❑ *Connect Our Future*, Outstanding Comprehensive Plan, Honorable Mention, APA-NC, 2015
- ❑ *Connect Our Future*, Sustainable Economy Award, Sustain Charlotte, 2015
- ❑ *Transforming Health Champion Award*, Region IV Community Transformation Grant Project, February 2014
- ❑ *Gastonia 2025: Our Place in the Future*, Outstanding Comprehensive Plan, Large Community, APA-NC, 2011

## Blair A. Israel, RLA, AICP GIS Analyst & Regional Planner



On the Centralina staff, Blair specializes in planning and design for multi-modal communities. Each of his 11 municipal pedestrian and bicycle plans feature thorough human-scale analysis of existing site conditions, detailed recommendations for land use ordinance revisions, and comprehensive guidelines for pedestrian and bicycle facilities. Blair currently serves on the Charlotte Regional Transportation Planning Organization (CRTPO) - Bicycle and Pedestrian Work Group.

Blair has conducted numerous public input meetings and workshops and is certified with the National Charrette Institute. He has prepared a continuing education credit course for the N.C. Real Estate Commission covering low impact development, as well as an introductory course on water management. He has written instructional materials covering pedestrian issues and parking strategies for the Sustainable Environment for Quality of Life (SEQL) program. Blair is an experienced instructor, having served on faculty at Clemson University teaching grading and drainage design for landscape architects, and teaching in Europe.

Blair contributed to the development of CCOG's Volunteer Transportation Services (VTS) and other mobility management products, and co-authored the award-winning Lake Norman Regional Bicycle Plan. His design experience with CCOG and private design firms includes: parks and open space, urban design, site design, and graphic art, including logo and promotional artwork. He is proficient in GIS, Photoshop, Illustrator, InDesign and AutoCAD software.

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### Firm

Centralina Council of Governments  
since December 2002

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### Education

Master of Landscape Architecture,  
University of Virginia, 1989

Bachelor of Science in Geology,  
Clemson University, 1984

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### Registration and Affiliations

Licensed Landscape Architect, North  
Carolina (No. 892) since 1995

American Institute of Certified Planners

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### Years of Experience with Other Firms

11 Years





## KATHERINE HEBERT

Centralina Council of Governments

(704) 348-2708, [khebert@centralina.org](mailto:khebert@centralina.org)

9815 David Taylor Drive, Charlotte, NC 28262

[www.centralina.org](http://www.centralina.org)

### PROFESSIONAL PROFILE

Program manager, presenter, and published author with more than 7 years of experience conducting research, providing technical assistance, training professionals, and coordinating healthy community design, Health Impact Assessment (HIA) and Health in All Policies (HiAP) efforts. Dedicated to increasing funding and staff capacity for healthy community design work and promoting public health and health equity. Recognized nationally for leadership, mentoring, and building collaborative HIA efforts throughout the Southeast.

### PROFESSIONAL EXPERIENCE

**November 2015- Present**

**Healthy Community Design Specialist**

#### **Centralina Council of Governments**

Charlotte, North Carolina

Senior Planner incorporating healthy community design work in a wide variety of planning projects including research, grant writing and management, comprehensive plans, planning board processes, mobility management, aging in place, and health assessments.

- **Planners4Health, NC:** Working with a coalition of public health and planning professionals statewide to replicate Plan4Health Charlotte and train advocates in healthy community design.
- **Plan4Health Charlotte:** Project Manager fulfilling grant strategies including community needs assessments, walkability audits, park access audits, share use analysis, communications, and replication to increase physical activity opportunities in Charlotte neighborhoods at risk for poor health outcomes and share lessons learned throughout North Carolina.
- **Mecklenburg County Public Health:** Serving in an advisory capacity on the Novant Walking Trail HIA and the Healthy Corner Store Initiative HIA.
- **Town of Stallings, NC:** Coordinating the development of the Stallings Comprehensive Land Use Plan including committee and staff meetings, public engagement, demographic analysis and projections, vision, value, and strategy development, and plan compilation.

## PROFESSIONAL EXPERIENCE CONTINUED

**April 2014-October 2015**

**Owner & Independent Consultant**

### **Creating Community Change Consulting**

Cornelius, North Carolina

Work closely with clients and national HIA partners to provide mentoring and HIA management services including grant writing, screening, scoping, coordinating, writing, and evaluating HIAs. Experienced mentor to state and local health departments conducting their first HIA. Trainer in HiAP and HIA techniques and implementation.

- **Mecklenburg County Public Health:** Project Manager on the Blue Line Extension HIA analyzing the health impacts of expanding the Charlotte light rail system to connect Uptown Charlotte to the main campus of the University of North Carolina Charlotte.
- **Vermont State Health Department:** Mentor to state and district public health professionals working on a South End Burlington, Vermont Redevelopment HIA including training staff and community members in HIA and providing technical assistance during the assessment and reporting stages.
- **City of Richmond:** Coordinator of HiAP training for the National Association of County and City Health Officials, the Institute of Public Health Innovations, the Virginia Department of Health, and the City of Richmond.

**Dec. 2011 – Nov. 2014**

**Davidson Design for Life Coordinator**

### **Town of Davidson**

Davidson, North Carolina

Coordinator of initiative, including program and partnership development; planning and facilitation of HIAs, programs, training, and events; media, public communication, and stakeholder engagement; and data collection, measurement, and evaluation.

- **HIAs:** Lead author of 9 HIAs on a wide array of topics including local street design policies and active transportation planning, regional transit plans, a state law governing local neighborhood design authority, park and recreation planning, food systems assessment, comprehensive planning, worksite wellness, and policies to increase universal design and “visit-ability” in housing.
- **HIA Training:** Facilitated the training of more than 250 public health practitioners, planners, students, and community members.
- **Grantwriting and Administration:** Successfully administered a 3-year, \$325,000 HIA to Foster Healthy Community Design grant from the CDC.



## PROFESSIONAL EXPERIENCE CONTINUED

**June 2010 – Nov. 2011**

**Researcher**

**Centers for Disease Control & Prevention; Healthy Community Design Initiative and Nutrition, Physical Activity, & Obesity**

Atlanta, GA

As an Oak Ridge Institute of Science and Education (ORISE) fellow worked with experts in the field of Healthy Community Design, researched, led trainings, created a community of practice, and developed tools to conduct HIAs to build national capacity.

- **Training:** Co-led HIA training for 6 state health departments and partnering planning organizations.
- **Subject Matter Expert:** Used background in city and regional planning to incorporate health into guides for comprehensive plans, planning policies such as zoning, and public participation processes.

**Feb. 2008- May 2010**

**Research Assistant**

**Center for Urban and Regional Studies, University of North Carolina Chapel Hill**

Chapel Hill, North Carolina

Assisted professors and researchers on various projects while earning a Master of City and Regional Planning at the University of North Carolina Chapel Hill.

- **Growth in the Triangle:** Administered a survey on growth management techniques used by cities and counties within the Triangle region of North Carolina (Raleigh, Durham, and Chapel Hill) by contacting planning directors. Analyzed survey results to identify possible case studies and provided initial research on those selected.
- **Workforce Housing in Buncombe County, NC:** Researched the need for workforce housing in Buncombe County to reduce the transportation expenses and environmental impacts of workers commuting long distances. Completed a literature review on the impacts of prohibitive housing expenses on quality of life.
- **University of Delaware Dual Degree Program:** Analyzed the potential for a dual master's degree program combining the fields of City and Regional Planning and Public Health Promotion. Provided administrators with a synopsis of potential course requirements and combinations for a dual degree.
- **Activate Martinsville-Henry County Program:** Assisted with the evaluation of the program by arranging stakeholder interviews, analyzing transportation counts, and providing recommendations. Offered local knowledge of the networks that could be used to promote physical activity in Martinsville.

## EDUCATION

Aug. 2008 – May 2010

Master of City and Regional Planning

**University of North Carolina Chapel Hill**

Chapel Hill, North Carolina

GPA 3.6/4.0

Specialization: Land Use Management and Environmental Planning

Aug. 2001 – May 2005

Bachelor of Arts in Interdisciplinary Studies

**Appalachian State University**

Boone, North Carolina

GPA 3.9/4.0

Specialization: Environmental Policy and Planning

Minors: Business, Biology, and History

## PROFESSIONAL MEMBERSHIPS

**Society of Practitioners of HIA (<http://hiasociety.org/>)**

Member since founded in 2010

Member of the Steering Committee since 2014

**American Planning Association (<http://www.planning.org/>)**

Member since 2007

Served on the NC Chapter Board 2008-2010

Healthy Communities Collaboration 2016-Present

## PUBLICATIONS

- Hebert, K.A. & Winters, R. (2015). Health Impact Assessment: Blue Line Extension. Available: [http://charmec.org/mecklenburg/county/HealthDepartment/CommunityHealthServices/Pages/Blue-Line-Extension-\(HIA\).aspx](http://charmec.org/mecklenburg/county/HealthDepartment/CommunityHealthServices/Pages/Blue-Line-Extension-(HIA).aspx) .
- Hebert, K.A. & Rutt, C. (2014). Health Impact Assessments: A means to initiate and maintain cross-sector partnerships to promote physical activity. In *Implementing Physical Activity Strategies: Put the National Physical Activity Plan into action with 42 proven programs*. (pp.259-268). Champaign, IL: Human Kinetics.

## PUBLICATIONS CONTINUED

- Hebert, K. A. (2014). Health Impact Assessment: Food System Planning. Available: <http://www.healthimpactnc.com/projects/food-system-planning/>.
- Hebert, K. A. (2014). Health Impact Assessment: Davidson Comprehensive Plan Update. Available: <http://www.healthimpactnc.com/projects/comprehensive-plan-update/>.
- Hebert, K. A. (2014). Health Impact Assessment: Worksite Wellness. Available: <http://www.healthimpactnc.com/projects/worksite-wellness/>
- Hebert, K. A. (2013). Health Impact Assessment: Parks, Recreation, and Public Spaces. Available: <http://www.healthimpactnc.com/projects/park-recreation-public-spaces/>.
- Hebert, K. A. (2013). Health Impact Assessment: Universal Design in Housing. Available: <http://www.healthimpactnc.com/projects/universal-design/>.
- Hebert, K. A. (2013). Health Impact Assessment: Davidson Walks and Rolls Active Transportation Plan. Available: <http://www.healthimpactnc.com/projects/pedestrian-and-active-transportation-plan/>.
- Danley, C., Hebert, K., & Kostelec, D. (2013). Planning for Equity in a Local Context. *Carolina Planning*. 38.
- Hebert, K. A. (2012). Health Impact Assessment: Red Line Regional Rail. Available: <http://www.healthimpactnc.com/projects/red-line-commuter-rail/>.
- Hebert, K. A. (2012). Health Impact Assessment: Davidson Street Design Standards. Available: <http://www.healthimpactnc.com/projects/davidson-street-design-standards/>.
- Hebert, K. A. (2012). Health Impact Assessment: Senate Bill 731. Available: <http://www.healthimpactnc.com/projects/senate-bill-731/>.
- Hebert, K. A. (2012). Health Impact Assessment in North Carolina. *North Carolina Medical Journal*, 73(4), 297-300.
- Hebert, K. A., Wendel, A. M., Kennedy, S. K., & Dannenberg, A. L. (2012). Health Impact Assessment: A comparison of 45 local, national, and international guidelines. *Environmental Impact Assessment Review*, 34(April), 74–82.

## PRESENTATIONS AND CONFERENCES

- 2016: National Association of City and County Health Officials Annual Meeting (presented), North Carolina Chapter of the American Planning Association Annual Conference (presented), Centralina Conference on Aging (presented)
- 2015: National HIA Meeting (presented), Planning for Healthy Communities Conference (presented and organizing committee), Centralina Council of Governments THRIVE Conference (presented)
- 2014: American Planning Association National Conference (served as delegate on voting committee and on a roundtable discussion on health and planning), 2014 Charlotte Mecklenburg Childhood Obesity Summit (presented), Southeast Regional HIA Summit (hosting and presenting), HIA of the Americas (presented), National Parks and Recreation Association Conference
- 2013: New Partners for Smart Growth Conference, HIA of the Americas, American Planning Association National Conference (presented), North Carolina Association of Metropolitan Planning Organizations (presented), Second HIA in the United States Conference in Washington D.C. (presented), Southeast Regional HIA Summit (hosted and presented)
- 2012: Inaugural HIA in the United States Conference in Washington D.C. (presented plenary), North Carolina American Planning Association Conference (presented)
- 2011: New Partners for Smart Growth Conference, Active Living Research Conference, Health Disparities Panel, Federal Highway Administration Livable Communities Initiative, American Planning Association National Conference, Aging in America Conference, National Society of Physical Activity Practitioners in Public Health (presented), East Tennessee Quality Growth Conference (presented), Communities Putting Prevention to Work Training (presented), HIA of the Americas Conference (poster presentations)
- 2010: American Planning Association National Conference (poster presentation), International Conference on Urban Health, Public Health Law and Policy Conference
- 2009: Bike Summit, Open Space Summit, Urban Design Forum, American Planning Association National Conference and North Carolina Chapter Conference, Transportation Research Board Conference
- 2006-2008: North Carolina American Planning Association Conference and National River Rally

Laura K. Kutcher (Katie)  
kkutcher@centralina.org  
704-763-4426

## Professional Experience

### *Centralina Area Agency on Aging*

June 2013 to Present

#### **Aging Programs Coordinator**

Serve as Staff support for Nutrition, Senior Center and Transportation Programs.

- Monitor and Provide Technical Assistance for Providers funded through the Older American's Act
- Manage CCOG's 5310 Mobility Management Efforts & Volunteer Transportation Services
- Arrange and lead quarterly meetings and training opportunities

#### **Aging Specialist**

July 2011 to December 2013

Serve as Local Contact Agency Counselor for Anson, Cabarrus, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, Union

- Provide Facility Based Options Counseling for residents in Skilled Nursing Facilities
- Educate Skilled Nursing Facility Staff and Community Service Providers about new LCA Program

#### **Senior Employment Program Specialist**

December 2010 to June 2010

Manage Mecklenburg & Stanly County Caseload of Title V Participants

- Complete intake, assign host agency placement for participants in Senior Community Service Employment Program
- Recruit new host agencies
- Develop educational material for Job Club meetings

### *Council on Aging, Mecklenburg County*

#### **Education Program Manager**

August 2006 to December  
(August 2008 to December 2010)

Planned & Executed Major Educational Events

- Developed educational content
- Scheduled Speakers
- Managed project timelines to deliver programming in an organized and timely manner

Staffed Transportation Task Force

- Created Agendas, Kept Minutes
- Assisted in New Freedom Grant Writing & County Mobility Management Efforts
- Lead Grant Reporting

Developed Caregiving Task Force (14 members meet once or twice a month)

- Recruited volunteer Task Force Members
- Created Agendas, Conducted Meetings
- Organized/Produced "Caregiving 101" Educational TV Program on Public Access Channel 21
- Secured sponsorships and a grant to fund 1 year of "Caregiving 101" (Total of 12 shows)

#### **Graduate Assistant/Program for Senior Advocates Coordinator**

(August 2006 to August 2008)

- Coordinated Program for Senior Advocates (increased participants reached by nearly 300% compared to previous years)
- Assisted with Planning major Council on Aging Events
- Participated in Community Outreach through public speaking at various senior groups and attending healthfairs, conferences and other events

## Professional Development

### **Matter of Balance Master Trainer**

June 2015

### **Chronic Disease Self-Management & Diabetes Self-Management Certified Master Trainer**

August 2013

### **CIRS-A Certified**

October 2011

### **Train the Trainer Senior-Friendly Environment & Aging Sensitivity, CHS**

May 25, 2010

### **Person-Centered Thinking, Division of Aging and Adult Services**

September 2009

### **Powerful Tools Certified Co-Leader, Certified through AARP**

2008

## Education

University of North Carolina Charlotte  
Masters of Gerontology

May 2011

University of North Carolina Wilmington  
Bachelor of Arts, Communication Studies, Minor in Gerontology, Deans List 8 Semesters

May 2006

6200 Pumpnickel Lane  
Monroe, NC 28110

**Elisa Gregorich**  
[egregorich@carolina.rr.com](mailto:egregorich@carolina.rr.com)

Home: (704) 296-9509  
Cell: (704) 635-0391

## Education

### **Bachelor of Social Work**

May 2009

University of North Carolina at Charlotte

- Major - Social Work (GPA - 4.0 in Social Work, 3.7 overall)
- Minor – Gerontology
- National Gerontology Academic Honor and Professional Society of Sigma Phi Omega
- Phi Alpha National Social Work Honor Society

## Work Experience

### **Aging Program Specialist**

April 2015 to Present

Centralina Area Agency on Aging (Charlotte, North Carolina)

- Conduct community outreach, education, volunteer recruitment and volunteer training for Volunteer Transportation Services and Mobility Management Efforts.
- Provide Options Counseling for residents of skilled nursing facilities who desire to return to a community setting.
- Planned and facilitated quarterly meetings for service providers on topics including service standards guidelines, reporting requirements, and operational issues
- Monitored FCSP and HCCBG service providers to ensure compliance with Federal and State standards.
- Provide technical assistance to Federal and State home and community care block grants (HCCBG) and Family Caregiver Support Program (FCSP) grants for nine-county region including program development, evaluation of annual grant proposals, strategic planning, capacity building, technical assistance, grant reporting and close out.

### **In Home Aide Supervisor**

August 2010 to Sept. 2013

Council on Aging in Union County (Monroe, North Carolina)

- Assess ADL and IADL of Union County residents (age 60+) to determine need of assistance with household chores and/or personal care services
- Maintain caseload of 120 -130 clients
- Recruit, hire, train, and supervise staff of 15 in-home aides
- Ensure program is implemented within budgetary and regulatory guidelines
- Monitor client contact and ensure reimbursement through NCDHHS software
- Provide quarterly reviews for all clients and reassess as needed to ensure level of service is adequate

### **Adult Care Home Case Manager**

June 2009 to July 2010

Union County Department of Social Services (Monroe, NC) - part-time position

- Assessed the need for Enhanced Personal Care Services for residents of adult care homes
- Assured the adult care home's plan corresponded to the needs of the resident
- Reviewed the provision of care to assure changes in the resident's conditions were being addressed
- Assisted the resident and the adult care home in accessing additional community services

**Internship**

August 2008 – April 2009

Council on Aging in Union County (Monroe, North Carolina)

- Assessed clients and coordinated respite services provided by the Family Caregiver Support Program
- Outreach to minority caregivers within Union County
- Co-facilitated support groups and classes for caregivers
- Assisted coordination of Candlelight Reflections ceremony to honor those afflicted with Alzheimer's disease and related dementias

**Internship**

January 2008 – April 2008

Council on Aging (Charlotte, North Carolina)

- Researched transportation alternatives for the elderly and disabled populations in Mecklenburg County

**Site Manager Substitute**

Sept. 2006- Dec. 2007

Union County Senior Nutrition (Monroe, North Carolina)

- Responsible for ordering meals, monitoring meal delivery, and making certain a full meal is available to each participant in the program
- Supervised volunteer activity at Senior Nutrition site
- Presented programs for congregant participants

**Community Service Experience**

- Adult Care Home Community Advisory Committee – June 2006 to June 2009- Union County, North Carolina
- Home and Community Care Block Grant Advisory Committee – June 2007 to July 2010 Union County, North Carolina
- Social Work Club – University of North Carolina at Charlotte - August 2007 to May 2009
  - President 2008-2009
  - Student/Faculty Dialogue Chair 2008
- Senior Nutrition (Meals on Wheels) – April 2006 to July 2010- Union County, North Carolina
  - volunteer recruitment; volunteer scheduling; all duties associated with delivery and serving
- Wesley Chapel Master Plan Committee – November 2007 to May 2008- Wesley Chapel, North Carolina

Executive Director  
(Jim Prosser)

Exec. Assistant/ Clerk  
(Kelly Weston)

WDB Director  
(David Hollara)

Planning Director  
(Michelle Nance)

Comm/Econ Dev  
Director  
(Mike Maults)

AAA Director  
(Linda Miller)

Grant Development &  
Compliance Director  
(Vicki Bott)

Human Resource  
Officer  
(Veronica White)

Accounting  
Inician  
(Harris)

WDB Services Manager  
(Patricia White)

Planning Program  
Supervisor  
(Jason Wager)

Assistant  
CED Director  
(Victoria Rettenhouse)

Assistant AAA Director  
(Deb Lee)

Accounting  
Inician  
(Pratt)

WDB Business  
Services Leader  
(Vacant)

Planner  
(Erika Ruane)

GED Senior  
Coordinator  
(James Luster)

Aging Program  
Assistant  
(Betsy Pressley)

Aging Program  
Specialist  
(Annette Demery)

Aging Program  
Specialist  
(Angel Stroy)

Accounting  
Inician  
(Thomas)

WDB Business  
Service Representative  
(Vacant)

Senior Planner  
(Jessica Hill)

Regional Ombudsman  
Coordinator  
(Candy Engert)

Aging Programs  
Coordinator  
(Karna Kitchner)

Senior Employment  
Program Manager  
(Marsha Pender)

Manager  
(McCasill)

WDB Youth Specialist  
(Solomon McCauley)

Senior Planner/  
GIS Analyst  
(Blair Israel)

Regional Ombudsman  
(Laurie Abramardor)

Volunteer  
Transportation  
Assistant  
(Katie Hayes)

SCSER Program  
Specialist  
(Natasha Hines)

Office Assistant  
(Vacant)

WDB Communications  
Specialist  
(Asia Wilson)

Senior Planner  
(Emily Parker)

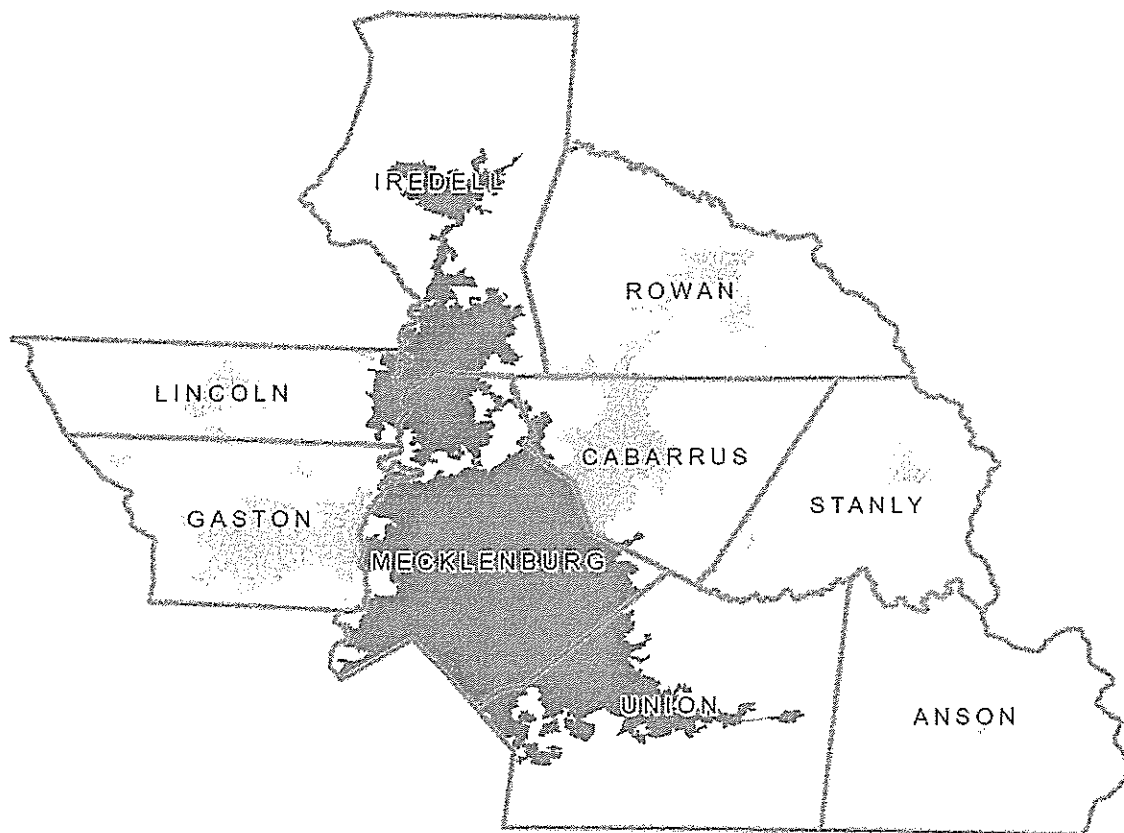
Regional Ombudsman  
(Patricia Cowan)

Regional Ombudsman  
(Hillary Taylor)

Regional Ombudsman  
(Lindsay Rice)

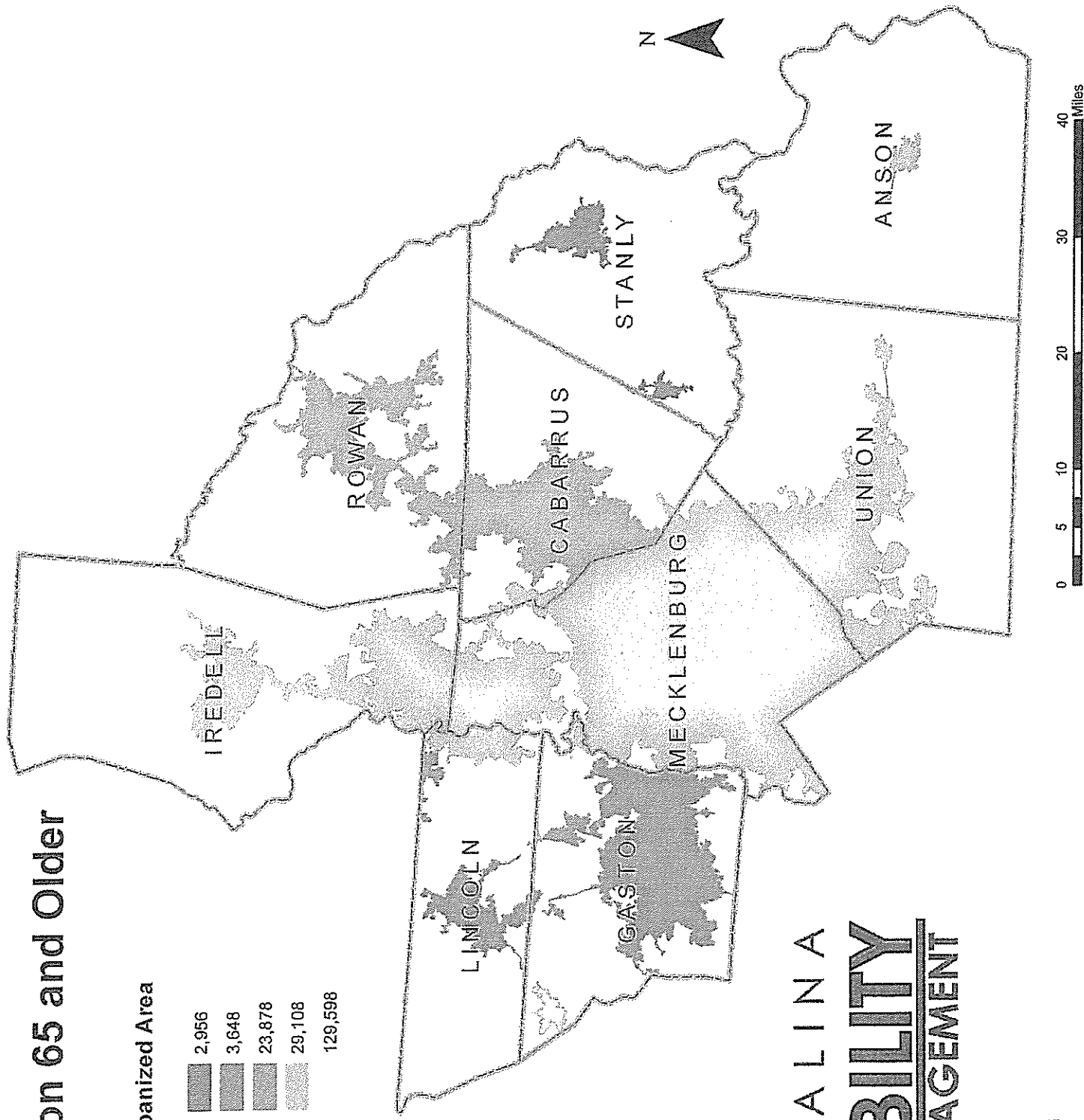
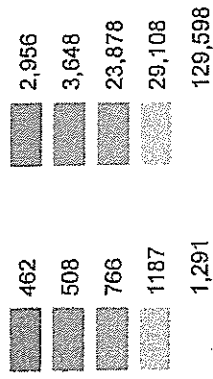


**Section 3- Question 5.**  
**"Charlotte UZA"**



# Total Population 65 and Older

Charlotte Urbanized Area



CENTRALINA  
**MOBILITY**  
**MANAGEMENT**

Source: U.S. Census Bureau, ACS 5-year estimates, prepared by Centralina Council of Governments 06-22-16

## Mobility Management

Mobility Management involves making the most efficient use of all available resources to improve mobility and reduce costs. Within the nine-county Centralina region, a variety of services are available, both national and local, scheduled fixed-routes and trips by-request, fee-based services and free services made possible often through the help of volunteers.

**Rail Service** in the region is currently limited to AMTRAK and the Charlotte Blue Line light rail.

**Fixed Route Bus Services** serve Kannapolis, Concord, Salisbury, Gastonia, and Iredell and Mecklenburg Counties. Route schedules and ticket sales are usually available online or by phone, or at transit centers.

**Para-transit Services** (or "dial-a-ride") are available in every county of the region. They serve the elderly, disabled, or veterans for medical appointments and social services.

## Volunteer Programs

**Volunteer Transportation Services (VTS)**  
844-887-7433 [www.centralinavts.org](http://www.centralinavts.org)  
(844-VTS-RIDE)  
**American Red Cross** [www.redcross.org](http://www.redcross.org)  
704-376-1661  
**American Cancer Society** [www.cancer.org](http://www.cancer.org)  
(704)-552-6147  
**Disabled American Veterans** [www.dav.org](http://www.dav.org)  
704-638-9000  
**Love, Inc.**  
(704) 536-5588 [www.loveinc.org](http://www.loveinc.org)  
**Older Adult Services In Stanly (OASIS)**  
(704) 983-6483  
**Shepherds Center Transportation Services**  
704-376-1995 [www.shepherdscharlotte.org](http://www.shepherdscharlotte.org)

## Our Partners



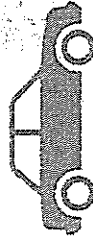
Contact us for a complete list of our participating partners.

Helping people  
navigate their  
transportation options

CENTRALINA  
**MOBILITY  
MANAGEMENT**

Greater Charlotte Area  
**Transportation  
Options**

[www.centralinamobility.org](http://www.centralinamobility.org)  
phone: 800-508-5777



CENTRALINA  
**MOBILITY  
MANAGEMENT**

9815 David Taylor Drive  
Charlotte, NC 28262  
phone: 800-508-5777  
[www.centralinamobility.org](http://www.centralinamobility.org)

This brochure was revised December, 2016.

# Available Transit Services by County

# Transit Agencies

**Anson County Transportation System (ACTS)**  
 800-735-8262 or 704-694-2596  
[www.co.anson.nc.us](http://www.co.anson.nc.us)

**Cabarrus County Transportation Services (CCTS)** 704-920-2246  
[www.cabarruscounty.us](http://www.cabarruscounty.us)

**Charlotte Area Transit System (CATS)** 704-336-7433  
[www.ridetransit.org](http://www.ridetransit.org)

**Concord Kannapolis Area Transit** 704-920-7433  
[www.ckrider.com](http://www.ckrider.com)

**DAV - Disabled American Vet**  
[www.dav.org/veterans/i-need-a-ride](http://www.dav.org/veterans/i-need-a-ride)

**Gaston ACCESS** 704-866-3206  
[www.gastongov.com/departments/access](http://www.gastongov.com/departments/access)

**Gastonia Transit** 704-866-6855  
[www.cityofgastonia.com/transportation/city-bus-service](http://www.cityofgastonia.com/transportation/city-bus-service)

**Greyhound** [www.greyhound.com](http://www.greyhound.com)

**Iredell - ICATS** 704-873-9393  
[www.co.iredell.nc.us/413/ICATS-Transportation-Services](http://www.co.iredell.nc.us/413/ICATS-Transportation-Services)

**Lincoln - TLC** 704-736-2030  
[www.lincolncounty.org/tlc](http://www.lincolncounty.org/tlc)

**MTS-Mecklenburg Transportation System**  
[www.charmeck.org/MTS](http://www.charmeck.org/MTS) 704-336-3000

**Rowan Transit System (RTS)** 704-216-8888  
[www.rowantransit.com](http://www.rowantransit.com)

**Salisbury Transit** 704-638-5252  
[www.salisburync.gov/transit](http://www.salisburync.gov/transit)

**Stanly SCUSA** 704-986-3790  
[www.stanlycounty.nc.gov/transportation/](http://www.stanlycounty.nc.gov/transportation/)

**Sunway Charters** 704-348-1200  
[www.sunwaycharters.com](http://www.sunwaycharters.com)

**Union County Transportation** 704-283-3713  
[www.unioncounty.nc.gov/Divisions/Transportation](http://www.unioncounty.nc.gov/Divisions/Transportation)

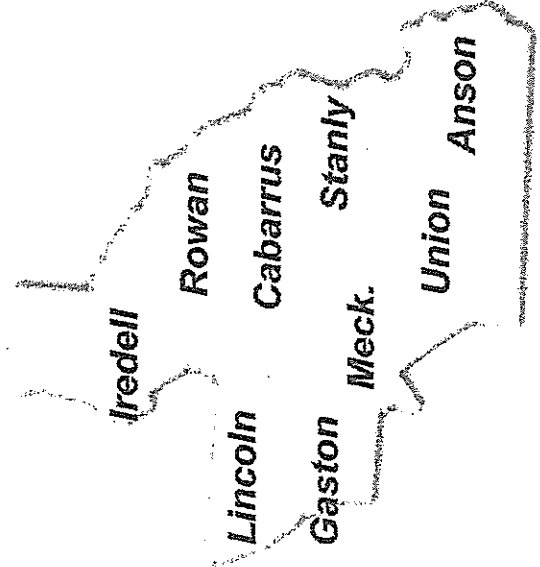


# Welcome to Volunteer Transportation Services!

Volunteer Transportation Services (or VTS) was created in 2013 to fill the transportation gap for adults with permanent or temporary disabilities, veterans, and individuals 50 and over, in order to enhance their quality of life by providing access to daily life activities.

VTS is operated by **Centralina Connection, Inc.**, a non-profit organization whose mission is to help residents throughout the Centralina area in need of increased non-emergency transportation options through a network of volunteers.

## Service Area



## Our Partners

CENTRALINA  
**MOBILITY**  
MANAGEMENT

CENTRALINA  
Area Agency on Aging

**CCOG**  
Centralina Council of Governments

Contact us for a complete list of our participating partners.

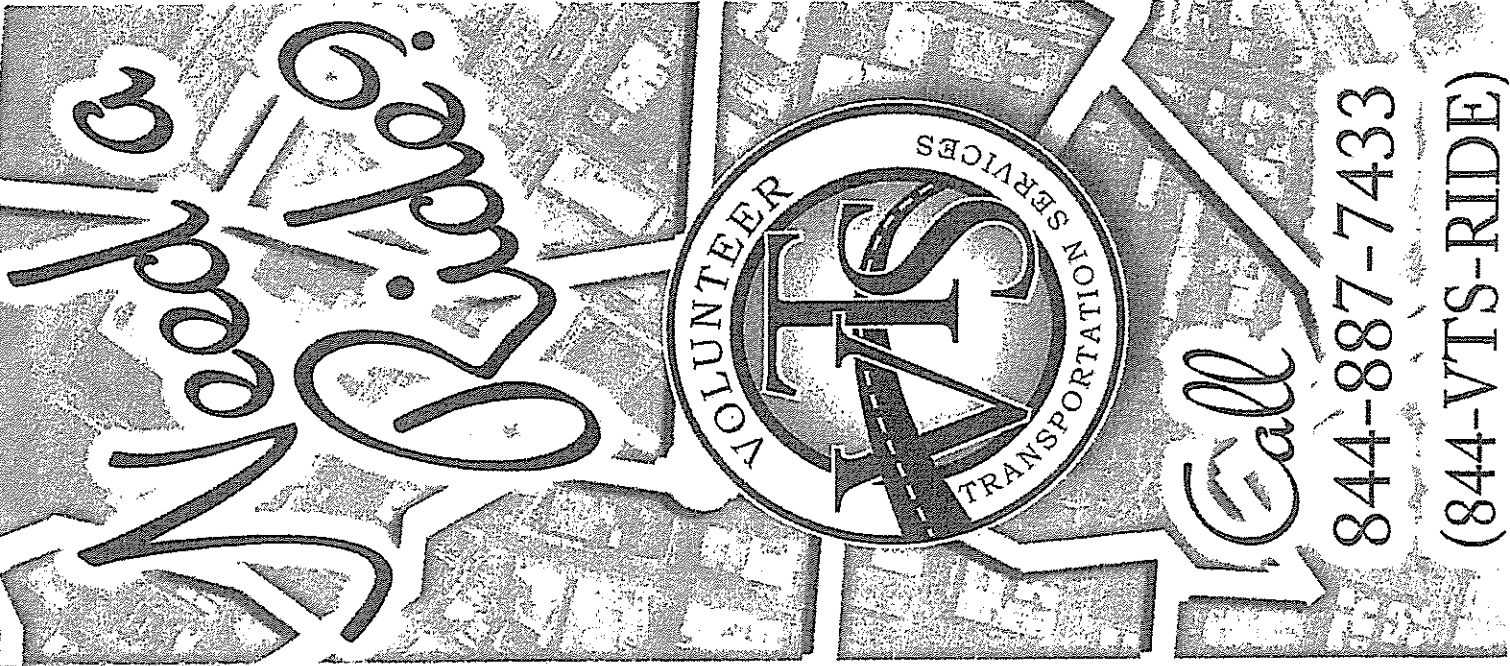
Improving mobility  
for older adults, veterans  
and adults with disabilities  
in the Centralina region.



Volunteer  
Transportation  
Services

525 N. Tryon St. 12th floor  
Charlotte, NC 28202

phone: 844-887-7433 (844-VTS-RIDE)  
email: [centralinavts@centralina.org](mailto:centralinavts@centralina.org)  
[www.centralinavts.org](http://www.centralinavts.org)



Call

844-887-7433  
(844-VTS-RIDE)

# Passengers

## Who is eligible?

This service is targeted to adults 50 years and older, veterans, and adults with permanent or temporary disabilities.

## Where can I go?

Destinations can include medical offices, shopping, visiting family, etc. Our service area covers the nine counties of the Centralina area shown on the brochure map.

## Can I use this service for emergencies?

VTS provides transportation for daily life activities. VTS is not an ambulance service. For emergency transportation dial 911.

## When are rides available?

All trips are based on availability of volunteers, but rides are most often available 8 am to 8 pm, Monday through Friday, and 8 am to 5 pm Saturdays and Sundays.

## How much does this service cost?

Rides are provided at no cost to the passenger, although donations are encouraged and appreciated.

## Can someone ride with me?

Yes, each passenger may bring one approved escort to help them with mobility needs. Children are not permitted.

Revised December 2014.

# Volunteers

## Who can qualify as a driver?

Any adult, 21 years or older, with a good driving record and a valid NC driver's license can be eligible to volunteer.

## What about insurance?

All volunteers are covered by \$1 million in supplemental liability insurance. This comprehensive insurance policy includes supplemental medical coverage, auto liability, and an overall umbrella policy.

## How long of a commitment is required?

You can volunteer as many times as you like over as long a period as you like.

## What kind of skills do I need?

VTS is all about helping people in a manner that is prompt, courteous and reliable. Safe driving and customer service skills are important to making each trip a success.

## Is there training involved?

All volunteer drivers must complete an initial orientation training session provided by VTS, including proactive driving and first-aid courses.

## What will I receive back as a volunteer?

We value each of our volunteers for helping others in their community. We hold regular volunteer recognition events and we also reimburse drivers for miles driven.

# Getting Started

## How do I become a passenger?

Call the VTS Customer Service Center at 844-887-7433 (844-VTS-RIDE) to request an application. You can also download an application at [www.centralnavis.org](http://www.centralnavis.org).

## How do I schedule a trip?

Once approved as a VTS passenger, you can begin scheduling trips by calling VTS scheduling at 844-887-7433 between 9 am and 4 pm, Monday through Friday. Please call at least 72 hours before you need your ride. Requests can be made up to 30 days in advance.

## How can I become a Volunteer?

Call the VTS office at 844-887-7433 to request a driver application, or download one at [www.centralnavis.org](http://www.centralnavis.org). VTS will complete a driving and criminal background check as well as a drug screening on all applicants before they are approved to volunteer. All volunteers then complete mandatory training to ensure safe and reliable service for the community.

## Tell your friends!

We want to spread the word about this exciting new program in our community to those who may need the service or would like to volunteer. Tell your friends, family, neighbors and co-workers.



**Exhibit C**

**Section 5310 Projects**

**Administration  
(Funding Years -2015 and 2016)**

**January 2017**

**Charlotte Area Transit System  
600 East Fourth Street  
Charlotte, NC 28202**

## TABLE OF CONTENTS

I.	Introduction & Background .....	4
II.	Eligible Projects & Subrecipients.....	5
	A. Traditional Section 5310 Projects	
	1. Eligible Subrecipients for Traditional 5310 Projects	
	a. Private Non-Profit Organizations	
	b. Governmental Authorities	
	2. Examples of Traditional 5310 Projects	
	B. Other Section 5310 Projects	
	1. Eligible Subrecipients for Other 5310 Projects	
	2. Examples of Other Section 5310 Projects	
III.	Orientation.....	7
	A. Orientation Meeting	
	B. Project Documentation	
	1. Project Documents	
	2. FTA Certifications and Assurances	
IV.	Project Management .....	7
	A. Subrecipient Financial Management	
	1. Procurement	
	2. Buy America	
	3. Debarment and Suspension	
	4. Restrictions on Lobbying	
	B. Subrecipient Property Management	
	1. Title to Vehicles	
	2. Maintenance	
	3. Prohibition on Exclusive School Transportation	
	4. Regulations Associated with Drug and Alcohol Testing	
	C. Site Visits	
	D. Reporting Requirements	
	1. Monthly Progress Reports	
	2. Quarterly Progress Reports	
	E. Annual A-133 Audit	
	F. Communication	
V.	Funding Requirements.....	12
	A. Section 5310 Program Local Share Guidance	
	1. General	
	2. Soft Match	
	B. Vehicle Purchasing Projects	
	1. Maintenance	
	2. Inventory Reports	
	3. ADA Requirements	



VI. Other Policies.....12

A. Civil Rights Requirements

- 1. Title VI Nondiscrimination
- 2. Equal Employment Opportunity (EEO)
- 3. Disadvantaged Business Enterprise (DBE) Program
- 4. Americans with Disabilities ACT (ADA)

## **I. INTRODUCTION & BACKGROUND**

In July 2012, Congress authorized a new federal transportation bill, Moving Ahead for Progress in the 21st Century (MAP-21), which consolidated two transit programs under previous legislation (Section 5310: “Transportation for Elderly Persons and Persons with Disabilities” and Section 5317: “New Freedom Program”) into a single Section 5310 Program: “Enhanced Mobility of Seniors and Individuals with Disabilities” (Section 5310). The purpose of this consolidated program is to provide funds for projects that serve the special needs of transit-dependent populations when traditional public transportation services are insufficient, unavailable, or inappropriate and programs that expand the transportation options beyond those required by the Americans with Disabilities Act (ADA).

Although MAP-21 consolidated the former Section 5310 and 5317 programs, it requires that at least fifty-five percent (55%) of program funds be used for Traditional Section 5310 Projects for seniors and individuals with disabilities. The remaining funds, up to forty-five percent (45%), may be used for former Section 5317 (New Freedom) type projects that seek to reduce barriers to transportation services and expand the transportation mobility options available to individuals with disabilities beyond the requirements of the ADA.

### **Charlotte Regional Transportation Planning Organization (CRTPO)**

The Charlotte Regional Transportation Planning Organization (CRTPO) is the federally designated Metropolitan Planning Organization (MPO) for the Char-Meck UZA. Federal legislation requires urbanized areas with populations larger than 50,000 to have an MPO that has the primary function of carrying out the transportation planning process among the member jurisdictions within its established planning area boundary. Due to the growth in the region, MAP-21 expanded the MPO planning area boundary to the current Char-Meck UZA and CRTPO was established in place of the former Mecklenburg-Union MPO.

Expansion of the Char-Meck UZA included extension into a portion of five counties served by an existing or nearby MPO better suited to implement the required metropolitan planning process. Based upon consultation with CRTPO’s governing body and the other MPOs, CRTPO agreed to relinquish its planning responsibilities for the following areas of the Char-Meck UZA:

- Gaston County
- Lincoln County
- Catawba County
- Cabarrus County
- York County, SC
- Lancaster County, SC

For purposes of distribution of Section 5310 Program funds, the portions of the above counties in the Char-Meck UZA will be included in determining the distribution of FY13 Section 5310 Program Funds.

### **Section 5310 Designated Recipient**

Under previous legislation, Section 5310 program funds were apportioned to states for distribution to subrecipients for capital projects; whereas, under MAP-21, funds are apportioned directly to urbanized areas with populations over 200,000. Under this new Section 5310 Program, the City of Charlotte (the “City”), through its public transit department, the Charlotte Area Transit System (CATS), is the main public transit provider and Designated Recipient and administrator appointed by the Governor for Section 5310 Program funds apportioned to the Char-Meck UZA.

## **II. ELIGIBLE PROJECTS & SUBRECIPIENTS**

- A. **TRADITIONAL SECTION 5310 PROJECTS.** MAP-21 requires that, of the amounts apportioned to a designated recipient, no less than fifty-five percent (55%) of the funds must be available for public transportation capital projects that meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable, or inappropriate (Traditional 5310 Projects).

It is not sufficient that seniors and individuals with disabilities are merely included (or assumed to be included) among the people who will benefit from the Project.

### **1. Eligible Subrecipients for Traditional 5310 Projects:**

- a) **Private Non-Profit Organizations.** This includes a corporation or association determined by the United States Secretary of the Treasury to be an organization described by 26 U.S.C 501(c), or one which has been determined under State law to be non-profit and for which the designated State agency has received documentation certifying the status of the non-profit organization.

Subrecipients qualifying as private non-profit organizations must provide current verification of the applicant's incorporation number and current legal standing as a private non-profit from the North Carolina Secretary of State or show proof that they are a corporation or association determined by the U.S. Treasury to be tax-exempt under 26 U.S.C. 501(c).

- b) **Governmental Authorities.** This subrecipient may be one of the following:

- (i) Approved by the state to coordinate services for seniors and individuals with disabilities; or
- (ii) Certifies that no nonprofit corporations or associations are readily available in an area to provide the service.

Governmental authorities must receive approval by the State to coordinate services for seniors and/or individuals with disabilities in a local area. An example is a county agency on aging.

### **2. Examples of Traditional 5310 Projects.**

- Purchase of rolling stock and other capital activities for paratransit service;
- Passenger facilities related to Section 5310-funded vehicles—purchase and installation of benches, shelters and other passenger amenities;
- Related activities and support facilities and equipment for Section 5310-funded vehicles—preventive maintenance, radios and communication equipment, wheelchair lifts and securement devices, computer hardware and software, ITS, dispatch systems, and fare collection systems;
- Lease of Equipment if more cost-effective than purchase;
- Contracted services (capital and operating included);
- Support for mobility management and coordination programs among public transit providers and human service agencies; and
- Capital activities to support ADA-complementary paratransit service.

**B. OTHER SECTION 5310 PROJECTS.** Up to 45 percent (45%) of a designated recipient's annual apportionment may be utilized for public transportation projects that exceed the requirements of the ADA, that improve access to fixed route service and decrease reliance by individuals with disabilities on paratransit, or that provide an alternative to public transportation that assists seniors and individuals with disabilities with transportation.

1. **Eligible Subrecipients for Other 5310 Projects** include the eligible subrecipients for Traditional 5310 Projects as well as:

- a) Private Operators of Public Transportation. In order to receive 5310 Program funding, these recipients must:
  - (i) Receive 5310 Program funding indirectly through a recipient; and
  - (ii) Be able to document that they are and have been providing shared-ride service (two or more passengers in the same vehicle who are otherwise not traveling together) to the public or to special categories of users on a regular basis.

2. **Examples of Other Section 5310 Projects.**

- a) Public transportation projects that meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable or inappropriate (capital only)(see examples above)
- b) Public transportation projects that exceed the requirements of the ADA (capital and operating). Examples include:
  - (i) Expansion of paratransit service area and/or hours;
  - (ii) Cost for providing same day paratransit service;
  - (iii) Enhanced paratransit service—providing escorts or assistance through door;
  - (iv) Acquisition of vehicles or equipment to accommodate mobility aids that exceed ADA dimension and load standards;
  - (v) Installation of additional securement locations in buses beyond what is required by the ADA; and
  - (vi) Accessible feeder services.
- c) Public transportation projects that improve access to fixed-route service and decrease reliance on paratransit by individuals with disabilities (capital and operating). Examples include:
  - (i) Accessibility improvements to transit and intermodal stations that are not key stations—accessible path to a bus stop; adding elevator, ramps, or detectable warnings; improving signage or wayfinding; technology improvements that enhance accessibility; and
  - (ii) Travel training.
- d) Alternatives to public transportation that assist seniors and individuals with disabilities with transportation (capital and operating). Examples include:
  - (i) Purchasing vehicles to support accessible taxi, ride-sharing, or vanpooling programs—must meet regulatory requirements and permit the passenger to remain in his or her mobility device inside the vehicle;
  - (ii) Administration and expenses related to voucher programs offered by human service providers. Transit passes for use on existing fixed route or ADA paratransit service are not eligible; and
  - (iii) Volunteer driver and aide programs.

### III. ORIENTATION

A. **ORIENTATION MEETING.** A Section 5310 Information Meeting is scheduled for February 14, 2017 prior to submission of applications and an Orientation Meeting will occur on a date to be announced following the selection of projects. The purpose of the Information Meeting is to ensure applicants understand the application process as well as the Section 5310 Program requirements. The Orientation Meeting is to certify that subrecipients (those who are awarded project funding) understand the Section 5310 Program requirements, to review the procedural and administrative requirements under the grant agreement, and to review the Required Documents (see “Project Documentation” below), for each subrecipient’s project. CATS’ staff will be available to answer questions concerning the grant agreements and other paperwork, reporting requirements, and expectations. Prior to orientation, subrecipients should complete the Required Documents and other forms included in this Administrative Brochure and bring the completed documents to the meeting.

#### B. **PROJECT DOCUMENTATION**

1. **Project Documents.** The Required Documents in the attached **Appendix A** become the binding scope of work for the subrecipient’s grant agreement. For this reason, all documentation must be complete. While all documents may not be required depending on the type project, missing documentation or unanswered questions that are applicable to a subrecipient’s project could result in delays in contract execution and reimbursement.
2. **FTA Certifications and Assurances.** Subrecipients must certify compliance with the current *Federal Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements (C&As)*. (Current list and certification attached as **Exhibit B**. Full C&As available on the FTA website. Subrecipients must certify compliance with the applicable provisions by signing the appropriate certification(s) and returning the signed C&As as part of the execution of the Agreement with CATS. Subrecipients must annually execute the most current C&As and provide them to CATS.

### IV. PROJECT MANAGEMENT

The City, as the designated recipient, will monitor and manage the 5310 Program for the Char-Meck UZA in accordance with Federal requirements and grant agreements executed with each subrecipient selected to receive funding. The grant agreement will include the amount, type (capital or operating), and time period for the funding award. Any expenses incurred in excess of the budgeted amounts or found to be ineligible for reimbursement will be the sole responsibility of the subrecipient. The project should proceed as specified in the subrecipient’s Project Documents for meeting the goals and objectives of the project. Should modifications become necessary, subrecipients must submit a written request that must be approved by CATS.

The City and subrecipients that are providers of public transportation will conduct their program management in compliance with the provisions of 49 CFR Part 18, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” (the “common grant rule”). Subrecipients that are private organizations will follow the requirements of 49 CFR Part 19, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations.”

Subrecipient compliance with federal requirements will be monitored in a number of methods, including review of monthly, quarterly, and annual reports, site visits, and review of invoices remitted for payment of operating and/or capital costs. The City will visit each subrecipient quarterly to

monitor compliance with federal requirements and program guidance and to provide or arrange for any technical assistance that a subrecipient may need.

**A. SUBRECIPIENT FINANCIAL MANAGEMENT.** The City will develop and execute grant pass-through agreements for each Section 5310 project. All grant agreements for capital projects shall detail the equipment approved for purchase and its intended use. Agreements for operating assistance will outline the type of service provided by the subrecipient, the time period covered by the agreement, and the service area.

The City maintains financial management systems for financial reporting, accounting records, internal controls, and budget controls. Subrecipients must agree to establish and maintain an accounting system that accurately tracks and itemizes Section 5310 project costs by line item. All accounting records and other supporting papers should be kept by the subrecipient for a minimum of three (3) years from the date of the City's final reimbursement payment. These records should be made available to the City, auditors, or the FTA upon request.

1. **Procurement.** Procedures used by subrecipients to purchase eligible items with 5310 Program grant funds must ensure competitive procurement and conformity to applicable federal law, including CFR 200, specifically Section 18.36 and FTA Guidance Circular: FTA C 4220.1F, "Third Party Contracting Requirements." The City will review all procurements and subcontracts of subrecipients' projects to ensure that all federal requirements are met.
2. **Buy America.** FTA funds may not be obligated for a grantee project unless all steel, iron, and manufactured products are produced in the United States (unless a general or specific waiver has been granted). Buy America requirements apply only if the purchase exceeds the threshold for small purchases, currently \$150,000. For purchases over this threshold, the City will review invitations for bids to determine if Buy America provisions are included, and examine bid responses and executed contracts to determine if properly executed Buy America certifications have been obtained.
3. **Debarment and Suspension.** To prevent fraud, waste, and abuse in Federal transactions, the City is responsible for ensuring that federal funds are not provided to anyone who has been debarred, suspended, ineligible, or voluntarily excluded from participation in federally-assisted transactions. The U.S. General Services Administration (GSA) maintains a website at [www.epls.gov](http://www.epls.gov), which is updated in real time as changes to data occur. During site visits, the City will verify that subrecipients obtained certifications from their vendors and checked vendors against the GSA debarment site.
4. **Restrictions on Lobbying.** Recipients of federal grants and contracts exceeding \$100,000 must certify that they have not and will not use federally appropriated funds to pay for influencing or attempting to influence an officer or employee of any federal department or agency, a member of Congress, or an officer or employee of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. The City requires each subrecipient receiving more than \$100,000 to complete FTA's Certification on Lobbying prior to contract execution. All procurements over \$100,000 by these subrecipients are required to contain this certification as well.

**B. SUBRECIPIENT PROPERTY MANAGEMENT.** CATS complies with all applicable requirements in the FTA Grant Management Guidelines (FTA Circular 5010.1D), including requirements with regard to equipment, supplies, and rolling stock purchased with federal funds. All vehicle and non-vehicle equipment purchased for the project must be used in accordance with the original approved purpose based on federal useful life criteria. Subrecipients will be required to annually

certify the continued use and maintenance of vehicles and non-vehicle equipment through the useful life of those assets.

Maximum use of vehicles is encouraged, first for program-related purposes, then for other federal program and project purposes, and finally for other community needs. The City is responsible for ensuring satisfactory continuing control over all property and equipment purchased under the Section 5310 Program and must ensure that vehicles are insured and used for eligible public transit purposes.

If subrecipients intend to take property or equipment out of service for program purposes including, but not limited to, end of the Section 5310 project or intent to sell or replace property or equipment, they must notify the City before doing so. Subrecipients must remit the federal percentage share of the equipment's current fair market value to the City. The fair market value is determined by obtaining an independent appraisal of the equipment.

The terms and conditions of vehicle use, disposition, and insurance requirements will be included in the subrecipient's grant agreement prior to awarding funds for vehicles. The City will maintain an inventory of all vehicles purchased under each Section 5310 project and will require subrecipients to submit annual vehicle inventory and use reports that include the following

- Year/Make/Model
  - Vehicle Identification Number
  - Agency Vehicle Number
  - Condition
  - Age
  - Remaining Useful Life
  - Replacement Cost
  - ADA Access
  - Seating Capacity
  - Fuel Type
  - Title
  - Miles, hours, passengers, trip purpose and other information to ensure that vehicles are used in accordance with 5310 Program requirements and are not underutilized.
1. **Title to Vehicles.** Legal ownership of all vehicles purchased with Section 5310 Program funds will be retained by the City. When titling a vehicle, the subrecipient will be listed as "Registered Owner," responsible for licensing and collision insurance; and the City as "Legal Owner" and loss payee should anything happen to the vehicle.
  2. **Maintenance.** Subrecipients are responsible for ensuring that federally funded equipment and facilities are kept in good operating order. Subrecipient agreements will require that subrecipients follow manufacturer's suggested maintenance activities and schedules to ensure that equipment is maintained good operating order and perform pre-trip inspections of vehicles. The City will randomly review vehicle maintenance records and physically inspect vehicles during its site visits.
  3. **Prohibition on Exclusive School Transportation.** Subrecipients are prohibited from providing exclusive school bus service unless it qualifies under specified exceptions. The City will monitor compliance during site visits and review of quarterly service reports.
  4. **Regulations Associated with Drug and Alcohol Testing.** Subrecipients with safety sensitive employees are required to comply with the City's drug and alcohol program policy.

Subrecipients will be monitored periodically according to the policy and the City shall verify compliance with this requirement during site visits.

- C. **SITE VISITS.** The objective of on-site reviews is to strengthen Section 5310 programs by enhancing coordination between CATS and subrecipients. On-site reviews will provide an opportunity to discuss project status, assess progress against key milestones, review compliance, and identify improvements to reporting aspects. Site visits may be conducted using checklists that outline accounting, record-keeping, regulatory compliance, and other requirements. For capital projects, on-site review will also verify that the vehicle or other capital equipment is being used in a manner consistent with the proposal submitted.

During the first quarter, an initial site visit will be made by the CATS-designated project manager to become familiar with the agency's personnel and facilities. Quarterly and/or other visits will be made to maintain liaison with the project. CATS' staff will coordinate with subrecipients to schedule on-site reviews. Conference calls and telephone follow-up may be made on an as-needed basis. Project quarters are proposed as follows:

- Quarter I July, August, September 2017
  - Quarter II October, November, December 2017
  - Quarter III January, February, March 2018
  - Quarter IV April, May, June 2018
- (Quarterly dates may change based upon starting date of projects.)

- D. **REPORTING REQUIREMENTS.** CATS will be responsible for reporting to FTA the total expenditures for each Section 5310 project and reconciling the grant expenditures and revisions to the project budgets. Therefore, regular reports of project progress are necessary for CATS to monitor the projects and to adhere to federal reporting requirements. Monthly and quarterly reports should be submitted to the project administrator electronically by the last day of each month, and not later than five (5) business days following the last day of the month (unless CATS and subrecipient agree on a different reporting day). The following reports\* are required:

1. **Monthly Progress Reports.** Subrecipients are provided funding for their project on a reimbursement basis. Subrecipients will invoice CATS no more frequently than monthly by forwarding their itemized signed invoices with backup documentation to verify the work completed per the subrecipient's agreement and a progress report. The report must include the following qualitative and quantitative information:

- a) Work performed on each goal during the month;
- b) Number of individuals who received services during the month (i.e. no. trained, received rides, work trips made, etc.);
- c) A description of any problem/challenge encountered;
- d) An updated project progress schedule; and
- e) Projected work for the next month.

\*Monthly reports may be waived if requested by subrecipient; however, quarterly and final reports are mandatory.

2. **Quarterly Progress Reports.** Quarterly reports are the principal means to communicate project accomplishments and for CATS to regularly report progress to the FTA. Quarterly progress reports are due no later than five (5) business days from the last calendar day of the quarter. The Quarterly Progress Report should not be confused with the Monthly Progress Report. **Monthly Progress Reports are not required in the months that a Quarterly Progress Report is due.** Quarterly Progress Reports should include cumulative information on the progress made during the quarter. *For example, if an agency provided 10 trips to individuals*



*with disabilities per month for March, April and May the quarterly report would state that 30 trips were provided to individuals with disabilities during Quarter 1. The Quarterly Progress Report must include the following qualitative and quantitative information:*

- a) Cover (Project name and number, agency contact information, project director and performance period information) (Ex. Quarter 1, July 1 – September 30, 2017);
- b) Goals and objectives of the project;
- c) Bullet points reporting on the tasks completed and activities conducted during the quarter. Add narrative if explanation is necessary;
- d) Total number of individuals who received services and the type of services received during the quarter;
- e) Description of environmental changes (vehicles purchased, curb cuts installed, facility improvements, etc.);
- f) A description of any problem/challenge encountered;
- g) A description of project successes;
- h) A description of coordination efforts made;
- i) An updated project progress schedule; and
- j) Projected work for the next month.

3. **Section 5310 Program Measures.** In addition to the information above, Section 5310 requires specific data for Traditional and Other Section 5310 Projects.

- a) Traditional Section 5310 Projects (minimum of 55% of apportioned funding):
  - (i) Gaps in service filled – seniors and individuals with disabilities afforded mobility not available without 5310 Program support.
  - (ii) Ridership – Annual actual or estimated number of rides provided to seniors and individuals with disabilities
- b) Other Section 5310 Projects (Up to 45% of apportioned funding):
  - (i) Increases or enhancements related to geographic coverage, service quality, and/or service times that impact availability of services to seniors and individuals with disabilities.
  - (ii) Additions or changes in physical infrastructure, technology, and vehicles that impact the availability of transportation services for seniors and individuals with disabilities.
  - (iii) Annual actual or estimated number of rides provided for seniors and individuals with disabilities.

4. **Final Annual Report.** All projects are required to submit a final report. The final report is due no later than thirty (30) calendar days from the final date of the contract. The final report must include the following information:

- a) A summary of the major activities supported by the grant
- b) Accomplishments that helped improve transportation for seniors and individuals with disabilities.
- c) A description of the current status of the project
- d) A description of project successes
- e) A description of problems encountered and resolutions
- f) Recommendations for future development
- g) A comparative analysis of actual and budgeted expenditures

**E. ANNUAL A-133 AUDIT.** All projects shall provide an annual audit report to the City of Charlotte. These audits shall comply with CFR 200 Subpart F-Audit Requirements. Projects that are private non-profit and for-profit organizations are required to obtain audits of their

expenditures and operations annually by an independent audit firm if their organization has expended in excess of \$750,000 in the Federal fiscal year (October 1 to September 30).

- F. The audit firm should be instructed by the organization to send a copy of the audit report to the City of Charlotte no later than the year after they incur grant-related expenditures.
- G. **COMMUNICATION.** All communication, questions, invoices and required reports pertaining to the project should be addressed to the Section 5310 project administrator:

Zettie Phillips, Accessibility Coordinator  
Charlotte Area Transit System  
600 East Fourth Street, 9th Floor  
Charlotte, NC 28202  
(704) 336-2233  
zphillips@charlottenc.gov

## V. FUNDING REQUIREMENTS

### A. SECTION 5310 PROGRAM LOCAL SHARE GUIDANCE

1. **General.** Section 5310 funds may be used to finance capital, operating expenses, and mobility management (MM) projects. The Federal share of eligible capital and MM costs may not exceed 80 percent (80%) of the net cost of the activity. The Federal share of the eligible operating costs may not exceed 50 percent (50%) of the net operating costs of the activity.

The subrecipient is responsible for securing the local matching funds for their Section 5310 project. All of the local share must be provided from sources other than Federal United States Department of Transportation (USDOT) funds. Local share requirements are flexible to encourage coordination with other federal programs that may provide transportation, such as Health and Human Services or Medicaid. Fare revenue or user fees generated by the service to be supported by the 5310 Program grant cannot be used as matching funds. Examples of sources that may be used to meet any or all of the local share requirement include:

- State or local appropriations;
  - Dedicated tax revenues;
  - Private donations;
  - Revenue from human service contracts;
  - Net income generated from advertising and concessions;
  - Income from contracts to provide human service transportation;
  - Other non-USDOT Federal funds that are eligible to be expended for transportation including: employment training, community services, vocational rehabilitation services, and Temporary Assistance for Needy Families (TANF). Examples of other types of federal funding that may be available as a local match can be found at [www.unitedweride.gov](http://www.unitedweride.gov).
2. **Soft Match.** Non-cash shares such as donations, volunteer services, or in-kind contributions are eligible as long as the value of each is documented and supported, AND it is a cost that would otherwise be eligible under the 5310 Program. Subrecipients that intend to use these sources are required to submit an in-kind valuation plan with their Project Documentation for review and approval by the City.

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**In-kind Valuation Plan.** In-kind contributions can only be used for operating and mobility management expenses. In-kind contributions are the value of non-cash contributions, received from a third party, for real property, equipment, and/or goods and services directly benefitting and specifically identifiable to the project.

In-kind contributions must be included as project costs, and the value of the services must be documented. If your organization intends to use in-kind contributions as a match, certain conditions apply. Those conditions are:

- a) An In-kind Valuation Plan **MUST BE SUBMITTED AND APPROVED** in writing by CATS prior to being used for the project. **See Appendix A.**
- b) The plan must be approved in writing prior to using the in-kind contribution for your grant.
- c) Detailed documentation must be submitted that includes, but is not limited to:
  - (1) A statement from the person or organization providing the goods or services;
  - (2) The value of the goods or services; and,
  - (3) The goods or services must be necessary for the project.

**B. VEHICLE PURCHASING PROJECTS.** All vehicle purchases must comply with procurement requirements outlined in the latest version of FTA Circular 4220.1F. Subrecipients are responsible for the procurement process and will be reimbursed only after the purchase invoices are submitted. No advance payments will be made toward purchasing of vehicles under any circumstances.

Additionally, projects that purchase and/or operate vehicles are subject to the following requirements.

1. **Maintenance.** Projects must maintain vehicles in accordance with CATS most current Bus Fleet Maintenance Plan (FMP) which defines the vehicle maintenance plan for preventive maintenance, vehicle servicing, vehicle replacement expansion requirements, and road calls.
2. **Inventory Reports.** Projects must submit an annual Owned Rolling Stock Inventory. The inventory will include the following information:
  - Year/Make/Model
  - Vehicle Code
  - Vehicle Identification Number
  - Agency Vehicle Number
  - Condition
  - Age
  - Remaining Useful Life
  - Replacement Cost
  - ADA Access
  - Seating Capacity
  - Fuel Type
  - Title
3. **ADA Requirements.** Projects must comply with the Americans with Disabilities Act (ADA) requirements for vehicles as specified in 49 CFR Part 37. See for some of these requirements.

## VI. OTHER POLICIES

A. **CIVIL RIGHTS REQUIREMENTS.** There are several federal statutes that ensure that programs or activities that receive federal funding or have a federal interest do not discriminate on the basis of race, national origin, class, or disability. The City, as the Designated Recipient of Section 5310 funds, will comply with all applicable civil rights and nondiscrimination requirements in the administration and oversight of each third-party contractor and each subrecipient at any tier including, but not limited to:

### 1. **Title VI and Nondiscrimination** –

- Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d *et seq.*;
- Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. §2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005;
- Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. §4321 note; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997;
- Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*;
- Section 202 of the ADA, 42 U.S.C. § 12101;
- 49 U.S.C. § 5332, and
- Applicable FTA implementing regulations and other implementing requirements FTA may issue.

### 2. **Equal Employment Opportunity (EEO)**

- Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e;
- All applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations";
- Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623;
- Section 102 of the ADA, as amended, 42 U.S.C. §12112;
- 29 CFR Part 1630, pertaining to employment of persons with disabilities; and
- Applicable FTA implementing regulations and other implementing requirements FTA may issue.

### 3. **Disadvantaged Business Enterprise (DBE) Program**

- "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26.

### 4. **Americans with Disabilities Act (ADA).**

- All applicable requirements of the ADA, 42 USC §§ 12101 *et seq.* and Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 USC § 5301(d);
- DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;

- DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR Part 27;
- Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, “American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38;
- Department of Justice (DOJ) regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR Part 35;
- DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36;
- General Services Administration regulations, “Accommodations for the Physically Handicapped,” 41 CFR Subpart 101-19;
- Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630;
- Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR Part 64, Subpart F;
- FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609; and
- U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194; and

The City requires subrecipients to execute contracts certifying compliance with the applicable FTA Certifications and Assurances. The subrecipient monitoring process includes a review of compliance including non-discrimination policies, vehicle conditions, and operations policies and procedures. Subrecipients are responsible for ensuring compliance of each third party contractor at any tier of the project. Failure to do so is considered to be a breach of contract. Subrecipients should be familiar with all applicable Civil Rights Requirements.

**Exhibit F**

**Concord UZA Grant Agreement**

*(Attached)*

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

SECTION 5310  
GRANT AGREEMENT  
NO. 6288-2017-1-P2

THIS AGREEMENT is made this the \_\_\_\_ day of \_\_\_\_\_, 2017 (herein "Effective Date"), by and between the CITY OF CONCORD (herein "City"), and Centralina Council of Governments (herein "Subrecipient") (collectively, the "Parties") for a transit project for seniors and individuals with disabilities in the Concord Urbanized Area ("Concord UZA"). The parties acknowledge and agree that the Effective Date of this Agreement is October 1, 2017 and that all terms and conditions have been in force and effect from the Effective Date.

WHEREAS, Section 16 of the Federal Transit Act, 49 U.S.C. § 5310, provides formula funding to states and designated recipients to improve mobility for seniors and individuals with disabilities ("Section 5310"); and

WHEREAS, the Federal Transit Administration (the "FTA") has designated the City of Concord as a grant recipient for capital and operating grants for Federal funds ; and

WHEREAS, the Governor of North Carolina designated the City of Concord, as the "designated recipient" of Section 5310 funds for the Concord UZA with the responsibility of evaluating and selecting Projects proposed by eligible subrecipients for Section 5310 funds; and

WHEREAS, the Parties desire to secure and utilize Section 5310 grant funds for operation of new or expanded transportation services to meet the special needs of seniors and individuals with disabilities.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows.

**AGREEMENT**

1. **Purpose.** The purpose of this Agreement is to provide the Subrecipient with operating assistance for the Section 5310 Project prepared, endorsed, approved, and transmitted by the Subrecipient to the City (the "Project"), and to state the terms, conditions, and mutual undertakings of the Parties as to the manner in which the Project will be undertaken and completed.
2. **Project Implementation.** Subrecipient agrees to carry out the Project as follows:
  - 2.1 **Scope.** Subrecipient shall undertake and complete the Project in accordance with the procedures and guidelines set forth in the following documents, to the extent applicable:
    - a. Federal Transit Administration ("FTA") Circular 5010.1D, "Grant Management Requirements", dated August 27, 2012;
    - b. FTA Circular 9045.1, "9070.1G Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions", dated May 1, 2007;
    - c. FTA Circular 4710.1, "Americans with Disabilities Act Guidance";
    - d. FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients";

- e. FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients”;
- f. FTA Circular 4704, “Equal Employment Opportunity Program Guidelines for Grant Recipients”;
- g. FTA Master Agreement, dated October 1, 2015;
- h. FTA Circular 4220.1F, “Third Party Contracting Guidance”, dated March 13 14, 2013;
- i. The State Management Plan for Federal and State Transportation Programs (“State Management Plan”);
- j. The Coordinated Transportation Plan for Cabarrus County; and
- k. Subrecipient’s Project Documents attached and incorporated herein as Exhibit A.

The aforementioned documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the City in accordance with the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the City or Subrecipient that shall cause any conflict with Local, State, or Federal statutes, rules, regulations or ordinances.

**3. Definitions.** Unless otherwise defined herein, the following terms shall have the meaning set forth below:

- 3.1 City or Direct Recipient means the City of Concord.
- 3.2 Applicant, or Subrecipient means Centralina Council of Governments.
- 3.3 DOT means the U.S. Department of Transportation
- 3.4 FTA means the Federal Transit Administration
- 3.5 Grant Funds means the FTA funds provided by the City for Subrecipient’s Section 5310 Project.
- 3.6 NCDOT means the North Carolina Department of Transportation.
- 3.7 OMB means the United States Office of Management and Budget.
- 3.8 Prior Approval means securing the City’s written permission prior to taking action or incurring a certain cost.

**4. Incorporation of Exhibits.** The following Exhibits are attached to this Agreement and are incorporated into and made a part of this Agreement by reference:

- Exhibit A: Subrecipient’s Project Documents
- Exhibit B: Federal Certifications
- Exhibit C Section 5310 Program Management Plan

Each reference to this Agreement shall be deemed to include all Exhibits. Any conflict between any provisions of this Agreement shall be resolved as follows:

- Any clause required by Federal law shall control over all Agreement provisions;
- All Exhibits shall be inferior to the Agreement provisions and each Exhibit shall control over each subsequent Exhibit as delineated by this subsection.



5. **Description of Project.** Subrecipient shall perform the services described in Exhibit A attached to this Agreement and incorporated herein by reference (herein "Project") except that any reference in Exhibit A to a period of performance shall be changed to the Period of Performance referenced in Section 8 of this Agreement. Unless otherwise provided in Exhibit A, Subrecipient shall obtain and provide all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Project.
  - 5.1. **Agreement Modification.** In the event that the City desires to alter the terms of this Agreement, or desires a reduction, expansion, or modification of the Project or the Section 5310 Program that includes an alteration of the terms of this Agreement, the City shall issue to Subrecipient a written notification, which specifies such reduction, expansion, or modification. Within fifteen (15) days after receipt of the written notification, Subrecipient shall provide the City with a detailed proposal with a detailed cost or cost reduction and schedule proposal for the alteration. This proposal shall be accepted by the City or modified by negotiations between Subrecipient and the City and, thereafter, both parties shall execute a written Agreement Modification.

Unless specified in a written Agreement Modification, no change, reduction, modification or expansion of the Project within or beyond the scope of this Agreement shall serve to modify the terms and conditions of this Agreement.
6. **Cost of Project.** The total cost of the Project approved by the City is set forth in the Subrecipient's Project Documents, incorporated into this Agreement as Exhibit A.
  - 6.1 **City Share.** The City shall provide, from Federal funds, Eighty Percent (80%) of the actual net operating costs of the Project ("City's Share"), not to exceed fifty-five thousand, three-hundred and twenty five dollars. (\$55,325.00).
  - 6.2 **Subrecipient Share.** Subrecipient shall provide Twenty Percent (20%) of the actual net operating costs of the Project as defined in Subrecipient's Project Documents and any amounts in excess of the City's Total Share ("Subrecipient's Share"). Subrecipient shall initiate and prosecute to completion all actions necessary to enable it to provide its share of the Project costs. The City shall periodically audit the revenues for consistency with Subrecipient's Project Documents. Non-cash contributions to Subrecipient's Share, such as donations, volunteer services, or in-kind contributions, may only be counted if the contribution is for an eligible cost under the Section 5310 program and it was included in the Subrecipient's In-Kind Valuation Plan approved by the City. The value of in-kind contributions must be documented and supported. The net cost is the price paid minus any refunds, rebates, or other items of value received by Subrecipient which have the effect of reducing the actual cost.
7. **Grant Disbursements.** Each month Subrecipient shall submit an invoice to the City as part of its required Reimbursement Request detailing all direct and indirect costs (if previously approved) incurred pursuant to this Agreement, as further detailed in Exhibit A.
  - 7.1. Subrecipient shall not charge the City overtime rates (as defined by the Fair Labor Standards Act), regardless of the number of hours worked in a given day or week.
  - 7.2. All reimbursable expenses submitted by Subrecipient must comply with the City's requirements; the OMB's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200 and the U.S. DOT's implementing regulations, 2 CFR Part 1201; and Part 30 of the Federal Acquisition Regulations (FAR).

- 7.3. The City shall disburse the City's Share within thirty (30) days of each valid Reimbursement Request and Quarterly Progress Report and Quarterly Financial Status Report for each quarter submitted by Subrecipient until it has disbursed the entire City Share of the Project Costs. Subrecipient shall continue with its reporting requirements until completion of the Project regardless of when the City makes its final payment obligation.
  - 7.4. The City's determination on whether an incurred cost is allowable, allocable, and reasonable under federal regulations shall be final and conclusive.
  - 7.5. Employment Taxes and Employee Benefits. Subrecipient acknowledges and agrees that its employees and subcontractors are not employees of the City. Subrecipient represents, warrants, and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions which are required by law in connection with the Project.
8. **Period of Performance.** This Agreement shall commence upon the date of execution, unless specific written authorization from the City to the contrary is received. The period of performance for all expenditures shall extend from October 1, 2017 through September 30, 2018. Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.
9. **Accounts and Records.**
- 9.1. Establishment and Maintenance of Accounting Records. Subrecipient shall establish and maintain separate accounts for the Project, either independently or within its existing accounting system, to be known as the Project Account. Subrecipient shall use the Grant Funds only for the purposes of the Project and for no other purpose. The accounting system shall be capable of segregating, identifying and accumulating the allocable Project costs. Subrecipient shall maintain complete and accurate records, using Generally Accepted Accounting Principles, of all costs related to this Agreement.
  - 9.2. Documentation of Project Costs. All charges to the Project Account shall be supported by properly executed invoices, contracts, or vouchers evidencing in detail the nature and the propriety of the charges and shall adhere to the standards established by the OMB's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200 and the U.S. DOT's implementing regulations, 2 CFR Part 1201.
  - 9.3. Allowable Costs. Expenditures made by Subrecipient shall be reimbursed by the City as allowable costs to the extent they meet the following requirements:
    - a. Made in conformance with the Project Description and the Project Budget and all other provisions of this Agreement;
    - b. Necessary in order to accomplish the Project;
    - c. Reasonable in amount for the goods or services purchased;
    - d. Actual net costs to Subrecipient (i.e., the price paid minus any refunds, rebates, or other items of value received by Subrecipient which have the effect of reducing the cost actually incurred);
    - e. Incurred (and for work performed) on or after the date of this Agreement, unless specific authorization from the City to the contrary is received;

- f. Made in conformance with the federal cost principles set forth in OMB's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200 and the U.S. DOT's implementing regulations, 2 CFR Part 1201;
  - g. Satisfactorily documented; and
  - h. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the City.
10. **Reports.** Subrecipient shall advise the City regarding the progress of the Project at such time and in such manner as provided in Exhibit C, "Section 5310 Program Management Plan", attached and incorporated hereto. Subrecipient shall report on a monthly, quarterly, and annual basis ridership and other data in the form as requested by the City, including an invoice for reimbursement of eligible costs. Subrecipient shall collect and submit to the City, at such time as the City requires, financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by the City. In addition, Subrecipient shall furnish the City with a copy of an independent annual audit following completion of the Project.
11. **Equipment.** Equipment purchased for the Project shall only be used for passenger transportation services as approved in Subrecipient's Project Documents, attached as Exhibit A. Subrecipient understands and agrees that the FTA retains an interest in any Project equipment for that equipment's useful life or until it purchases the federal interest, whichever occurs first. Subrecipient shall only use Project equipment purchased with Grant Funds for public transportation services as approved by the City even if federal funding of the Project is discontinued. Subrecipient shall not transfer ownership of any Project equipment without prior written approval from the City and the FTA, if required.
- 11.1 Equipment's Useful Life. Subrecipient may purchase the federal interest of Project equipment any time prior to the expiration of the equipment's useful life. The federal interest is the federal percentage share of the equipment's current fair market value as determined by an independent appraisal of the equipment.
  - 11.2 Vehicles. Subrecipient understands and agrees that the FTA retains an interest in any vehicles purchased for the Project. That interest continues for the useful life of the vehicle or until Subrecipient purchases the FTA's interest, whichever occurs first. Subrecipient understands and agrees that, in order to protect the FTA's interest, the City shall retain the title for any vehicles purchased for the Project.
  - 11.3 Vehicle Use. Subrecipient understands and agrees that any vehicles purchased with Grant Funds are expected to attain a minimum of 100 passenger service miles per week, per vehicle or 100 one-way passenger trips per week per vehicle.
  - 11.4 Replacement Vehicles. If an accident occurs that removes a vehicle from further operations prior to the end of its useful life, the City shall receive the insurance proceeds. If Subrecipient purchases a replacement vehicle of a similar type and of equal or greater value than the one damaged, the City shall forward the insurance proceeds to Subrecipient once Subrecipient provides evidence of its purchase. If Subrecipient does not purchase a replacement vehicle, the City shall retain the federal percentage share of the insurance proceeds and provide Subrecipient with the local percentage share of the insurance proceeds.

- 11.4 Maintenance. Subrecipient shall follow the maintenance requirements for vehicles as provided in CATS Facility Maintenance Plan and Bus Fleet Management Plan (combined the "FMP") for preventative maintenance, vehicle servicing, and vehicle replacement. Subrecipient shall make these records as well as its vehicles available for inspection during the City's site visits.
- 11.5 Database. Subrecipient shall maintain a database of vehicle inventory records that shall include but not be limited to the vehicle year, make, and model; date accepted; included equipment; location; inspection, mileage and condition; funding used for the purchase; and maintenance information.

**12. Audit and Inspection.** Subrecipient shall permit and shall require its contractors to permit the City, the FTA, and the Comptroller General of the United States, or their authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Project and to audit the books, records, and accounts of Subrecipient pertaining to the Project. Subrecipient shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, Subrecipient shall make such materials available at its office at all reasonable times during the Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection and audit by the City or the FTA.

**13. Representations and Warranties of Subrecipient.** Subrecipient represents and covenants that:

- 13.1. Subrecipient has the qualifications, skills and experience necessary to perform the Project described or referenced in Exhibit A.
- 13.2. The Project shall be performed in accordance with all requirements set forth in this Agreement, including but not limited to Exhibits A and B.
- 13.3. Neither the Project, nor any Deliverables provided by Subrecipient under this Agreement, will infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual property rights of any third party. Subrecipient shall not violate any non-compete agreement or any other agreement with any third party by entering into or performing this Agreement.
- 13.4. Subrecipient affirms that it has not retained any party other than a bona-fide employee working for Subrecipient to solicit this Agreement, and that it has not paid or agreed to pay any outside party consideration in any form contingent upon securing this Agreement. The City shall have the right to terminate this Agreement for cause for any breach of this warranty.
- 13.5. In connection with its obligations under this Agreement, Subrecipient shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses.
- 13.6. Subrecipient warrants that it has all the requisite power and authority to execute, deliver and perform its obligations under this Agreement, including but not limited to paying Subrecipient's Share of the Project Costs, as described in Section 6.

**14. Termination of Agreement.**

- 14.1 Termination for Convenience. The City, upon thirty (30) days written notice, may terminate this Agreement in whole or in part, when it is in the interest of the City. If this Agreement is terminated, the City shall be liable only for payments under the payment

provisions of this Agreement for services rendered and costs incurred before the effective date of termination.

- 14.2 Termination for Funding Withdrawal. The City may terminate this Agreement immediately on written notice to Subrecipient if at any time the FTA for any reason does not award further Grant Funds for Section 5310 Programs to the City. Subrecipient shall be paid under the payment provisions of this Agreement for any services rendered and costs incurred prior to the effective date of such termination.
  - 14.3 Termination for Default. If Subrecipient fails to perform the services within the time specified in this Agreement or any extension or if Subrecipient fails to comply with other provisions of this Agreement, the City may, subject to the cure provision in Section 14.4, terminate this Agreement for default. The City shall terminate by delivering a Notice of Termination to Subrecipient specifying the nature of the default. Subrecipient shall only be paid for services performed and costs incurred in accordance with the manner or performance set forth in this Agreement.
  - 14.4 Opportunity to Cure. The City shall, in the case of a termination for default, provide Subrecipient seven (7) business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Subrecipient fails to remedy to the City's reasonable satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within seven (7) business days after receipt of the City's notice, the City shall have the right to terminate the Agreement without any further obligation to Subrecipient, except for payment in the manner or performance set forth in this Agreement for services rendered and costs incurred prior to such termination. Any such termination for default shall not in any way preclude the City from also pursuing all available remedies against Subrecipient and its sureties for said breach or default.
  - 14.5 Waiver of Remedies for Breach. In the event the City elects to waive its remedies for any breach by Subrecipient of any covenant, term or condition of this Agreement, such waiver by the City shall not limit the remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
  - 14.6 Obligations upon Expiration or Termination. Upon expiration or termination of this Agreement, Subrecipient shall promptly provide the City with a written statement describing in detail the status of the Project as of the date of termination, including an invoice documenting all Project Costs as of the date of termination. Termination of this Agreement shall not relieve Subrecipient of the obligation to file any monthly, quarterly, or annual reports nor relieve Subrecipient from any claim for reimbursement of Grant Funds previously accrued or then accruing against Subrecipient.
15. Relationship of the Parties. The relationship of the parties established by this Agreement is the City as recipient and Subrecipient as the subrecipient of federal grant funds as defined by the FTA. With the exception of the required administrative oversight of the Project by the City, nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

16. Indemnification.

- 16.1 To the fullest extent permitted by law, Subrecipient shall indemnify, defend and hold harmless each of the “Indemnitees” (as defined below) from and against any and all “charges” (as defined below) paid or incurred by any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Project (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by Subrecipient or its subcontractors in connection with this Agreement; or (iii) arising from Subrecipient’s failure to perform its obligations under this Agreement or from any act of negligence or willful misconduct by Subrecipient or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that Subrecipient or an employee or subcontractor of Subrecipient is an employee of the City, including but not limited to claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term “Indemnitees” means the City, the State of North Carolina, and the United States Department of Transportation (U.S. DOT), and the officers, officials, employees, agents and independent contractors (excluding Subrecipient) of the City, the State, or the U.S. DOT; and (b) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).
- 16.2 This Section 16 shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).
- 16.3 Notwithstanding the foregoing, Subrecipient shall not be liable to the City to the extent a claim arises from the City’s negligence or willful misconduct or the negligence or willful misconduct of any employee or agent of the City.

**17. Insurance.**

17.1 General Requirements.

- a. Subrecipient shall not commence any work in connection with this Contract until it has obtained all of the types of insurance set forth in this **Section 17**, and the City has approved such insurance. Subrecipient shall not allow any subcontractors to commence work on its subcontract until all insurance required of the subcontractors has been obtained and approved.
- b. All insurance policies required by **Section 17.2** shall be with insurers qualified and doing business in North Carolina and recognized by the Secretary of State and the Insurance Commissioner’s Office. Subrecipient shall name the City as an additional insured under the commercial general liability policy required by **Section 17.2**.
- c. Subrecipient’s insurance, except for Automobile Liability, shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from Subrecipient’s operations under this Contract. Subrecipient and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees (as defined in **Section 16**).
- d. The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall

be the sole responsibility of Subrecipient and/or subcontractors providing such insurance.

- e. Within three (3) days after execution of this Contract, Subrecipient shall provide the City with Certificates of Insurance documenting that the insurance requirements set forth in this **Section 17** have been met, and that the City be given thirty (30) days' written notice of any intent to amend coverage or make material changes to or terminate any policy by either the insured or the insurer. Subrecipient shall further provide such certificates of insurance to the City at any time requested by the City after execution of this Contract, and shall provide such certificates within five (5) days after the City's request. The City's failure to review a certificate of insurance sent by or on behalf of Subrecipient shall not relieve Subrecipient of its obligation to meet the insurance requirements set forth in this Contract.
  - f. Should any or all of the required insurance coverage be self-funded/self-insured, Subrecipient shall furnish to the City a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance.
  - g. If any part of the work under this Agreement is sublet, the subcontractors shall be required to meet all insurance requirements set forth in this **Section 17**, provided that the amounts of the various types of insurance shall be such amounts as are approved by the City in writing. However, this will in no way relieve Subrecipient from meeting all insurance requirements or otherwise being responsible for the subcontractors.
- 17.2 Subrecipient agrees to purchase and maintain, during the life of this Agreement, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance policies:
- a. **Automobile Liability.** Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate, or as the State of North Carolina requires, whichever is greater.
  - b. **Commercial General Liability.** Bodily injury and property damage liability shall protect Subrecipient and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Subrecipient, any subcontractor, or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement.
  - c. **Workers' Compensation Insurance.** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.
  - d. **Umbrella.** Umbrella insurance should be no less than \$1,000,000 per occurrence if contract does not exceed \$500,000; otherwise, \$2,000,000 per occurrence.

- e. **Professional Liability.** Professional Liability insurance policy limit requirements shall be based on the total amount of compensation to be paid to Subrecipient under this Agreement and on a determination by City of whether the services provided under this Agreement are for hazardous or non-hazardous activities. The required limits are:

Non-Hazardous Activities: \$1,000,000 per claim/\$1,000,000 annual aggregate.

Hazardous Activities:

For contracts less than \$100,000: \$2,000,000 per claim/\$2,000,000 annual aggregate.

For contracts over \$100,000: \$5,000,000 per claim/\$5,000,000 annual aggregate

The City of Concord is named as an additional insured as required by written contract.

- 18. **Drug-Free Workplace.** The City is a drug-free workplace employer. The Concord City Council has adopted a policy requiring Companies to provide a drug-free workplace in the performance of any City contract. Subrecipient hereby certifies that it has or it will within thirty (30) days after execution of this Agreement:

- 18.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 18.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) Subrecipient's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 18.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify Subrecipient of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- 18.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 18.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 18.6 Require any party to which it subcontracts any portion of the work under this Agreement to comply with the above provisions.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Agreement shall be grounds for suspension, termination or debarment.

- 19. **Civil Rights.** As a condition of entering into this Agreement, Subrecipient represents and warrants that it will fully comply with all civil rights laws and implementing regulations including, but not limited to, the following:



- a. Nondiscrimination in Federal Public Transportation Programs. The Subrecipient agrees to comply, and assures the compliance of each third party contractor at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b. Title VI of the Civil Rights Act. The Subrecipient agrees to comply, and assures the compliance of each third party contractor at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations.
- c. Equal Employment Opportunity. The Subrecipient agrees to comply, and assures the compliance of each third party Subrecipient at any tier of the Project and each sub-recipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Accordingly, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Subrecipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, 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.
- d. E-Verify Compliance. The Subrecipient agrees that if it enters into any subcontracts in order to perform any of its obligations under this contract, will require that the contractors and its subcontractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64.
- e. Disadvantaged Business Enterprises. The Subrecipient agrees to promote the use of small and disadvantaged business enterprise contractors.
  - (1) Policy. It is the policy of the CITY that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.
  - (2) Goals. Even though specific DBE goals are not established for this project, the CITY encourages the Subrecipient to have participation from DBE contractors and/or suppliers.

- (3) Listing of DBE Subcontractors. The Subrecipient shall submit a listing of all known DBE subcontractors that will participate in the performance of this Project.
  - (4) DBE Certification. Only contractors identified as DBE certified through NCDOT's Unified Certification Program (UCP) shall be listed and counted for DBE participation.
  - (5) Reporting Disadvantaged Business Enterprise Participation. When payments are made to Disadvantaged Business Enterprise (DBE) contractors, including material suppliers, contractors at all levels, the Subrecipient shall provide the CITY with an accounting of said payments.
  - (6) Replacement of Subcontractors. Subrecipient shall not replace a DBE subcontractor without prior approval of the CITY. CONTRACTOR agrees to make a good faith effort to replace any DBE subcontractor with another DBE subcontractor.
- f. Access for Individuals with Disabilities. The Subrecipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Subrecipient also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Subrecipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the CITY determines otherwise in writing.
- g. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the CITY determines otherwise in writing, the Subrecipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001.
- h. Environmental Justice. The Subrecipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the CITY determines otherwise in writing.

- i. Other Nondiscrimination Laws. The Subrecipient agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable.

As a condition of entering into this Agreement, Subrecipient agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Agreement; and (b) if requested, provide to the City, within sixty (60) days after the request, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Subrecipient has used on City contracts in the past five (5) years, including the total dollar amount paid by contractor on each subcontract or supply contract. Subrecipient further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

Subrecipient understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Subrecipient from participating in City contracts and other sanctions.

20. **Notices and Principal Contacts.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For Subrecipient :

Kelly Weston  
Centralina Council of Governments  
9315 David Taylor Dr. NC, Suite 100  
Charlotte, NC 28262  
704-348-2728  
kweston@centralina.org

For the City:

Dana Hood  
35 Cabarrus Ave West  
PO Box 308  
Concord, NC 28026-308  
Phone: (704) 920-5229  
Fax: (704) 920-5231  
E-mail: hoodd@concordnc.gov

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall further be copied to the following (in addition to being sent to the individuals specified above):

For Subrecipient:

Bill McNair  
Shumaker Law Firm  
Attn: OF - Linda Carder  
101 South Tryon Street, Suite 2200  
Charlotte, NC 28280  
704-945-2167  
lcarder@slk-law.com

For the City:

Valerie Kolczynski  
City Attorney's Office  
35 Cabarrus Ave West  
PO Box 308  
Concord, NC 28226  
Phone: (704) 920-5118  
E-mail: Kolczynsv@concordnc.gov

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

**21. Governing Law, Jurisdiction and Venue.** North Carolina law shall govern interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Cabarrus County, North Carolina. By the execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Cabarrus County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

**22. Breaches and Dispute Resolution.**

22.1 For all disputes, the parties shall first meet in good faith to resolve the dispute. If the parties are unsuccessful in settling the dispute, such meeting shall be followed by non-binding mediation conducted pursuant to the conditions set forth in this Section.

22.2 Any contractor or subcontractor performing work or providing supplies or services used in this Agreement that is a party to an issue or claim in which the amount in controversy is at least fifteen thousand dollars (\$15,000) may require others that are party to the issue or claim to participate in the Dispute Resolution Process set forth in this Section. Unless otherwise directed by the City, Subrecipient shall continue performance under this Agreement while matters in dispute are being resolved. The process set forth by this Section may be foregone upon the mutual written agreement of all parties in interest to the individual dispute. Otherwise, full compliance with this Section is a precondition for any party to initiating any form of litigation concerning the dispute.

22.3 Subcontract Inclusion. Subrecipient shall and hereby agrees to include this Section in every subcontract or any other agreement it enters into with any party that will be involved in this project.

22.4 Parties at Issue and Required Notice.

(a) If the City is not a party to the issue or claim, the party requesting dispute resolution must notify the City, in writing, of the requested dispute resolution and must include a brief summary of the issue including the alleged monetary value of the issue. The written notice must be sent to the City prior to the service of the request for dispute resolution upon the parties to the issue.

(b) If the party requesting dispute resolution is a subcontractor, it must first submit its claim to the Prime Contractor with whom it has a contract. If the matter is not resolved through the Prime Contractor's informal involvement, then the matter becomes ripe for the Dispute Resolution Process under this Section, and the party may submit its written notice of Dispute Resolution to the City.

(c) The City is under no obligation to secure or enforce compliance with this Section in which the City is not a party. The City is entitled to notice as required by this Section, but has no obligation to administer, mediate, negotiate, or defray any costs in which the City is not a party, except for the selection of a mediator as set forth in Subsection

18.6.1 below.

- (d) If the City is a party to the issue, the party requesting resolution must submit a written request to the City.
- (e) Upon receipt of a written request for dispute resolution that fully complies with the requirements of this Section, the parties to the dispute shall follow the process as set forth in this Section in good faith. The costs of the process shall be divided equally among the parties.

22.5 Formal Resolution Meeting. Representatives of each party shall meet as soon as reasonable to attempt in good faith to resolve the dispute. If the City is a party to the dispute, all other parties must be represented by a person with the authority to settle the dispute on behalf of their respective organizations. The parties may, by agreement and in good faith, conduct further meetings as necessary to resolve the dispute. If resolution is not achieved, the parties shall initiate mediation as set forth below.

22.6 Mediation.

- (a) Selection of Mediator. The parties shall in good faith select a mediator certified in accordance with the rules of mediator certification in Superior Court in North Carolina. If the parties desire a mediator not so certified, the City's consent to such a mediator must first be obtained in writing. If the parties cannot agree to a mediator within a reasonable time, the City shall have the right to unilaterally select a certified mediator if the City is a party to the dispute or, if the City is not a party to the dispute but is requested to do so by a party to the dispute.
- (b) Mediation Contract. Upon selection of a mediator, the parties to the dispute shall in good faith enter into a mediation agreement that shall include terms governing the time, place, scope, and procedural rules of the mediation including those set forth in Subsection 22.6(c) below. The agreement shall also include terms governing the compensation, disqualification, and removal of the mediator. All terms of the mediation agreement must be consistent with the terms of this Section and Agreement, as well as all applicable laws. If the parties fail to agree to the procedural rules to be used, then the American Arbitration Association Construction Industry Mediation Rules shall be used to the extent such rules are consistent with this Agreement and applicable law.
- (c) Stalemate. If after all reasonable good-faith attempts to resolve the dispute have been made, it appears to the mediator that the parties are at a stalemate with no significant likelihood of reaching resolution, the mediator shall so inform the parties and shall issue a written Notice of Stalemate, which shall conclude the dispute resolution process, unless the parties agree otherwise.

23. No Liability for Special or Consequential Damages. The City and Subrecipient shall not be liable to each other, their agents or representatives or any subcontractors for or on account of any stoppages or delay in the performance of any obligations of the City, or any other consequential, indirect or special damages or lost profits related to this Agreement.

24. Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all

obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

25. **No Publicity.** No advertising, sales promotion or other materials of Subrecipient or its agents or representations may identify or reference this Agreement or the City in any manner without the written consent of the City.

26. **Approvals.** All approvals or consents required under this Agreement must be in writing.

27. **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Agreement shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any right or remedy, or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that right or remedy or of any other right or remedy.

28. **Survival of Provisions.** All provisions of this Agreement which by their nature and effect are required to be observed, kept or performed after termination of this Agreement shall survive the termination of this Agreement and remain binding thereafter, including but not limited to the following:

Section 7.5	“Employment Taxes and Employee Benefits”
Section 11	“Equipment”
Section 13	“Representations and Warranties of Subrecipient”
Section 14	“Termination of Agreement”
Section 16	“Indemnification”
Section 17	“Insurance”
Section 20	“Notices and Principal Contacts”

29. **Familiarity and Compliance with Laws and Ordinances.** Subrecipient agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Project. Subrecipient further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Project.

30. **Conflict of Interest and Code of Conduct.** Subrecipient shall notify the City immediately if it has a real or apparent conflict of interest with regard to this Agreement. Subrecipient shall not use its position for personal or organizational gain. Subrecipient shall not engage in any transaction that presents a real or apparent conflict of interest. Subrecipient shall not engage in any transaction incompatible with the proper discharge of its duties in the public interest or that would tend to impair independent judgment or action in performance of its contractual obligations.

Subrecipient shall not give gifts or favors to City staff nor shall City staff accept gifts or favors in violation of N.C.G.S. § 133-32 or City Policy HR 12.3 regarding gifts and favors.

31. **Construction of Terms.** Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved

by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

32. **Federal Clauses.** The work to be performed under this Agreement will be financed in whole or in part with Federal funding. As such, Federal laws, regulations, policies, and related administrative practices apply to this Agreement. The most recent of such Federal requirements, including any amendments made after the execution of this Agreement, shall govern this Agreement, unless the Federal Government determines otherwise. Subrecipient agrees to comply with the following federal requirements that are applicable to this Agreement and shall incorporate these requirements into any subagreement or subcontract it executes pursuant to its obligations under this Agreement.

To the extent applicable, the Federal requirements contained in the most recent version of the Federal Transit Administration (“FTA”) Master Agreement, as amended (the “Master Agreement”), including any certifications and contractual provisions required by any Federal statutes or regulations referenced therein to be included in this Agreement, are deemed incorporated into this Agreement by reference and shall be incorporated into any sub agreement or subcontract executed by Subrecipient pursuant to its obligations under this Agreement. Subrecipient and its subcontractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the Master Agreement then in effect and with all applicable Federal, State and Local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to the work to be performed under this Agreement. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any City requests, which would cause the City to be in violation of the FTA terms and conditions.

- 32.1 **Energy Conservation.** Subrecipient agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et. seq.* This requirement extends to all third party contractors and their contracts at every tier.

32.2 **Clean Water.**

- (a) Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, *et seq.* Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- 32.3 **Clean Air.** Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, *et seq.* Subrecipient agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

- 32.4 Recovered Materials. Subrecipient agrees to comply with all the requirements of section 6002 of the Resource conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to the regulatory provisions of 40 CFR part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
- 32.5 Charter Bus Operations. Subrecipient agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.
- 32.6 School Bus Operations. Pursuant to 69 U.S.C. § 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.
- 32.7 Lobbying. Pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended by the Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601, *et seq.*, Subrecipient shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." This requirement extends to all third-party contractors and their contracts at every tier. Each tier certifies to the tier above that it has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. § 1352. Such disclosures are forwarded from tier to tier up to the City. This Certification is attached with Subrecipient’s Project Documents in Exhibit A.
- 32.8 Access to Records and Reports. Subrecipient agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- Subrecipient agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three (3) years after date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Subrecipient agrees to maintain same until the City, the FTA Administrator, the Comptroller General or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- 32.9 Federal Changes. Subrecipient shall at all times comply with all applicable FTA



regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Subrecipient's failure to so comply shall constitute a material breach of this Agreement.

- 32.10 No Government Obligation to Third Parties. The City and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Section 5310 grant, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the City, Subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Section 5310 grant.

Subrecipient agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

- 32.11 Program Fraud and False or Fraudulent Statements or Related Acts.

(a) Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801, *et. seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of this Agreement, Subrecipient certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made pertaining to the underlying Agreement or the Project. In addition to other penalties that may be applicable, Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.

(b) Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Subrecipient, to the extent the Federal Government deems appropriate.

(c) Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

- 32.12 Government-Wide Debarment and Suspension (Nonprocurement). This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Subrecipient is required to verify that neither it, nor its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) is excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Subrecipient is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction in which it enters. Upon execution of this Agreement, Subrecipient certifies as follows:

"The certification in this clause is a material representation of

fact relied upon by the City. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Subrecipient agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Agreement. Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

32.13 Civil Rights Requirements. The following requirements apply to this Agreement:

- (a) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, 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 and other implementing requirements FTA may issue.
- (b) Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:
  - (i) Race, Color, Creed, National Origin, Sex. 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 CFR Parts 60 et seq., (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," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, 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. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.
  - (ii) 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. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.

- (iii) 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Subrecipient agrees to comply with any implementing requirements FTA may issue.

Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

32.14 Disadvantaged Business Enterprises. Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate. Subrecipient agrees to include the assurance in this paragraph in any agreement it signs with a subcontractor for the Project.

32.15 ADA Access. Subrecipient agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; 49 USC § 5301(d); and the following regulations and any amendments thereto:

- (a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- (b) DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "American With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- (d) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (e) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (f) General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- (g) Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (h) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, Subpart F;
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;

(j) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194; and

(k) Any implementing requirements FTA may issue.

Subrecipient also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

32.16 Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any of the City's requests which would cause the City to be in violation of the FTA terms and conditions. This requirement extends to all third-party contracts and their contracts at every tier.

**IN WITNESS WHEREOF**, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

**CITY OF COCORD**

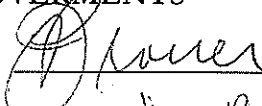
By: \_\_\_\_\_

Print Name: Brian Hiatt

Title: City Manager

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

**CENTRALINA COUNCIL OF GOVERNMENTS**

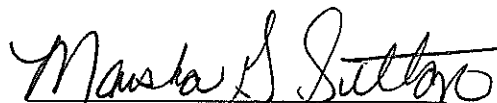
By: 

Print Name: Jim Prosser

Title: Executive Director

Date: 10/19/17

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

  
Finance Director

10/19/17  
Date



## EXHIBIT A

### Concord UZA- Section 5310 Funding Program Application

Please complete Parts I – III of the 5310 Funding Program Application. Return the completed application to CK Rider Transit as noted in the Application Process Section.

#### Part I – Funding Request

##### Applicant Information

**Organization Name:** Centralina Council of Governments  
**Contact Person:** Katie Kutcher, Aging Programs Coordinator  
**Address:** 9815 David Taylor Drive  
**City, State, Zip:** Charlotte, NC 28262  
**Telephone:** 704-372-2416 Fax: 704-347-4710  
**Email:** kkutcher@centralina.org  
**Websites:** www.centralina.org  
www.centralinamobility.org  
www.centralinavts.org

##### Project Information

**Title:** Concord UZA Mobility Management

##### Brief Description:

CCOG will conduct Mobility Management efforts in the Concord UZA to increase coordination along transit providers and expand Volunteer Transportation Services to the Concord UZA to increase transportation options for older adults and people with disabilities in the Concord UZA.

**Project Type:** Traditional  Other

\*The CCOG project is a Mobility Management Project, however it does include a Volunteer Transportation Services (VTS) component. VTS is open 7 days per week and provides services during business hours in addition to nights and weekends based on volunteer availability. This project will work to expand this service to the UZA.

Service days/hours (if applicable): *\*Anytime based on volunteer availability*

Estimated Cost per One-Way Trip (if applicable): *\*Volunteer vehicles, volunteers reimbursed mileage at volunteer rate out of non-grant funds.*

Estimated Daily Riders per Weekday/Weekend (if applicable): *\*TBD based on volunteer availability*

##### Part II – Project Narrative

*Please complete the Project Narrative questions below for your application. These questions closely align with the Project Selection Criteria included in the 5310 Program Management Plan and 5310 Application Package.*

### **Expanded Project Description**

*Please use this space to expand on your project description beyond the brief description provided in Part I of the application.*

The purpose of this project would be to facilitate dialogue and coordination of services in the Concord UZA between transit providers in Cabarrus and Rowan counties as well as with the Charlotte Area Transit System (CATS) since we know many of the passengers that reside in the Concord UZA may wish to travel into the Charlotte UZA.

In addition to the Mobility Management Efforts to increase coordination and collaboration, CCOG will initiate focused efforts to expand Volunteer Transportation Services in the Concord UZA. The focused efforts will include community education and volunteer recruitment efforts in addition to regularly scheduled volunteer trainings in the Concord UZA. Volunteer Transportation Services was developed to serve as a safety net for older adults, people with disabilities and veterans who cannot qualify for, access or afford existing transportation options. Volunteer Transportation Services has proven to be an effective and scalable model and is providing service in Mecklenburg, Lincoln, Gaston and Union counties. Currently, there is no volunteer activity in Cabarrus and Rowan county and therefore there is great opportunity to expand the program to this service area.

### **Project Needs**

*How is the proposed project consistent with eligible 5310 program activities and objectives of the 5310 funding program?*

CCOG's project is considered a Mobility Management / traditional/ capital project and is designed to promote regional coordination of services to better serve older adults and people with disabilities. In addition to the coordination efforts, Volunteer Transportation Services seeks to increase transportation options for older adults and people with disabilities by providing more transportation options in the community for individuals who otherwise could not qualify for, afford or access existing transportation options.

*Describe how the project will increase or enhance the availability of transportation for the elderly and disabled populations in the Cabarrus -Rowan Urbanized Area?*

This project will enhance transportation options by promoting cross-system coordination of services throughout the Concord UZA. This project would explore coordination opportunities between CK Rider, Cabarrus County Transportation Services, RITA, Salisbury Transit and CATS, especially in relation to key destinations in high demand for older adults and people with disabilities. CCOG also has the capacity to conduct walkability audits of transit stops near identified key destinations to identify barriers to transit use and make recommendations to increase accessibility. The CCOG project will increase the availability of transportation for older adults and people with disabilities in the Cabarrus-Rowan Urbanized Area by implementing focused education efforts to expand Volunteer Transportation Services (VTS). VTS was created to provide transportation options for individuals who cannot access, afford or qualify for existing

transportation options. In addition, VTS can be used for medical or non-medical trips, can travel across county lines and provide services on evenings and weekends depending upon volunteer availability.

***What need(s) does the project address in the Local Coordinated Plan?***

***Please provide the page number(s) in the Local Coordinated Plan your project corresponds with.***

This project addresses several needs identified in the 2009 CCTS Coordinated Transportation Services Plan including the following goals (located on page 6 and 7 of the CTSP):

***Goal 3: Expand Access and Increase Services***

This project seeks to expand transportation access by identifying transportation barriers and recommending strategies to improve access for older adults and people with disabilities. In addition, through improved coordination- the result will be a more efficient transportation system better equipped to meet the needs of the community. The expansion of Volunteer Transportation Services will provide additional transportation options for older adults, people with disabilities and veterans who are not able to qualify for, access or afford existing transportation options.

***Goal 4: Increase Coordination***

This project will increase coordination by leading a strategic effort to increase cross-system coordination with transportation providers in the Cabarrus-Rowan UZA through Facilitated Discussions, Conducting a Baseline Assessment, Developing an Action Plan and Recommendations and developing Communication Materials

***Goal 6: Educate the Public***

This project will educate the public about existing transportation options during community outreach and volunteer transportation services expansion efforts. There is also a small budget for advertising which can include marketing the existing Centralina Regional One-Call, One-Click Center to residents in the Concord UZA to help individuals identify existing available transportation efforts.

***Does the project provide a service or investment that otherwise would not be available? If so, please explain.***

This project would provide an opportunity for an unbiased third party (CCOG) to facilitate efforts for multiple transportation providers who serve different geographic areas to identify opportunities to coordinate and collaborate. Centralina COG is currently Regional Mobility Management efforts including Volunteer Transportation Services but this investment would permit focused efforts on the Cabarrus-Rowan UZA that would otherwise not be available.



## **Project Planning and Implementation**

### ***Describe how the proposed project might coordinate or link with other transportation providers or transportation stakeholders?***

This project would include stakeholders such as CK Rider, CCTS, RITA, Salisbury Transit and CATS among other Human Service Providers with an interest in transportation options for older adults and people with disabilities. Coordination is the goal and therefore the project will be inclusive and engaging. CCOG proposes to facilitate up to four coordination meetings to determine cross-system challenges and opportunities for collaboration. In addition, CCOG would develop a baseline assessment including the providers to prioritize opportunities that will have the greatest impact on the older adults and people with disabilities in the Urbanized Area.

### **Describe the project timeline and project lifespan?**

The Coordination Efforts below are planned for a 1 year process.

#### **Facilitated Discussion & Baseline Assessment**

- Set up and facilitate up to four coordination meetings between CATS and transit providers in the Concord UZA to determine cross-system issues detrimental to seniors and persons with disabilities.
- Summarize meeting results.

In partnership with CATS, CK Rider, Mecklenburg County Public Health, Cabarrus Health Alliance develop a baseline assessment that answers the following questions:

- What destinations are important to seniors and persons with disabilities (traveling between systems)?
  - Map key destinations, existing routes, and scheduling for each system.
- What is the accessibility of stops around those destinations (ADA, walkability, etc.)?
  - Perform walkability audits around key transit stops as determined through the process.  
*(would need to define upper limit)*
- Do existing routes meet the needs for this cross-system travel? Do routes need to be adjusted? Is a new route needed (senior shuttle)?
- Summarize baseline assessment findings.

#### **Action Plan / Recommendations**

Develop an action plan for moving forward, based on priorities determined at the facilitated meetings, and the baseline assessment that would include:

- Steps needed to better connect major destinations for seniors and persons with disabilities
- Plan/policy changes needed
- Funding needed

#### **Mini-Health Impact Assessment (HIA)**

In partnership with Mecklenburg County Public Health and Cabarrus Health Alliance, develop a health impact assessment that would determine the baseline and proposed health impacts of the

recommended changes to the transit routes. How would the health of seniors and persons with disabilities be impacted if systems:

- a. Changed routes to better meet the needs of seniors and persons with disabilities
- b. Added a new shuttle service or new route
- c. Did nothing (existing routes)

### **Communications**

Develop communication materials for each system (CATS/CK Rider) to help each system communicate with their boards, managers, users, etc. that would include:

- Executive summary of the action plan that describes why transit is important for seniors/persons with disability and why project initiated, what was done to assess conditions, the findings, and recommendations.
- PowerPoint presentations for each system to use as part of communications
- Infographics to indicate the outcomes of the HIA

### **Volunteer Transportation Services Expansion**

**All Quarters:**

- Host 3 volunteer trainings within the UZA.
- Host an online training program available on the VTS website and regularly updated and tracked to meet the needs of volunteers.
- Conduct 4 VTS outreach events monthly in the UZA. Outreach events include education about existing transportation options in addition to VTS volunteer/passenger recruitment efforts.

**Please note how you plan to market your proposed project? If an existing service, note how your service is currently marketed?**

CCOG has conservatively budgeted funds to secure advertising to inform the public about Volunteer Transportation Services. In addition, CCOG will be engaged in regular community outreach and education including information about existing transportation options available to older adults and people with disabilities. CCOG will also utilize the network of aging and disability services providers who partner with the Area Agency on Aging (department at CCOG) to market the program.

**When could your project begin upon receiving funding? Describe the process your organization would take to implement the project.**

Due to CCOG's extensive experience with Mobility Management efforts and 5310 projects across the region, the project could begin immediately upon receiving funding. CCOG will develop an implementation plan including a timeline and be poised and ready to initiate the activity upon approval.

\*NEW REVISED BUDGET ATTACHED, AS INDIRECT COST ARE NOT CHARGED TO THE GRANT\*

**Project Budget**

<b>Staff</b>	<b>Billable Rate (salary, fringe, indirect)</b>	<b>Hours Expected</b>	<b>Total</b>	<b>Percentage</b>
Michelle Nance	\$145	75	\$10,875	4%
Blair Israel	\$82	74	\$6,068	4%
Katherine Hebert	\$74	180	\$13,320	9%
Katie Kutcher	\$68	140	\$9,520	7%
Angel Stoy	\$57	340	\$19,380	17%
Planning Staff TBD	\$55	120	\$6,600	6%
Advertisement			\$2,000	
Materials & Supplies			\$1,500	
<b>TOTAL Budget</b>			<b>\$69,263</b>	

**In addition to filling out the Proposed Project Budget, note any plans for continued investment and/or maintenance for the proposed project after the 5310 funds are spent.**

CCOG plans to continue Regional Mobility Management efforts through 5310 funding. Regarding sustainability for Volunteer Transportation Services, there are a number of fundraising efforts and additional grant writing activities underway to diversify funding and maintain sustainability for years to come.

**Program Effectiveness and Evaluation**

*How does your organization plan to collect information to monitor quality control and customer satisfaction related to implementing the proposed project?*

*Include in your description any measurable indicators you propose to use.*

CCOG plans to collect customer satisfaction information from Volunteer Transportation Services passengers via Customer Report Cards that are provided at the end of each trip along with a self-addressed postage paid envelope. This is a method to receive feedback regarding volunteer performance and customer satisfaction. CCOG has already implemented this method of collecting feedback in the 4 counties with active Volunteer Transportation Services and to date has a 100% satisfaction rating.

**Organizational Preparedness**

*Describe the staffing plan for this project. Who would be the primary staff person responsible for*

*managing the grant? What other staff would be involved? Describe any relevant past experience these staff have in working on the type of project proposed. Please note any experience your organization has with financial reporting such as quarterly reports, annual audits and/or other forms of financial reporting.*

CCOG has extensive experience with FTA 5310 grants and has received and implemented 5310 grant work for more than 5 years. Therefore, CCOG is very familiar with the required financial and project reporting requirements. In addition to the FTA & NCDOT grant experience, CCOG is the recipient of a 5310 grant for the Charlotte UZA.

**Key Staff Concord UZA 5310:**

**Michelle Nance** (Planning Director) has a Master's in Public Administration with 21 years of planning experience at the local and regional levels, including service as Planning Director for a MPO Lead Planning Agency (Gastonia), serving on the Executive Committee for the Metrolina Regional Travel Demand Model, serving as project lead on the Metrolina Region CommunityViz project (which included three MPOs and two RPOs), and supervising the Greater Charlotte Regional Freight Mobility Plan. She also led the CONNECT regional scenario planning efforts to develop transportation and land use alternatives to accommodate future regional growth. Michelle will supervise the Mobility Management Program and bring in partners as needed to facilitate this work. **4% of time**

**Katie Kutcher** (Aging Programs Coordinator) has her Masters in Gerontology and over 9 years of experience working with older adults and people with disabilities in the community. Katie will serve as the Project Manager and oversee the Volunteer Transportation Services expansion efforts, provide trainings and facilitate provider meetings. **7% of time**

**Blair Israel** (Senior Planner) – Since 2002, Blair has served on the CCOG staff as a land use, pedestrian and greenway planner for communities throughout the Centralina Region. Blair has conducted numerous public input meetings and workshops. He has prepared training materials and community education materials. Blair will create any communication materials, assist with the baseline assessment, action plan and recommendations, community training and GIS Mapping. **4% of time**

**Katherine Hebert** (Senior Planner) – has a Master's in City and Regional Planning and over 6 years of experience in Healthy Community Design Work including land use and transportation planning to promote an active lifestyle, access to healthy food, and the ability to age-in-place. Katherine will be working on the baseline assessment, action plan and recommendations, mini-health impact assessment and communication efforts. **9% of time**

**Angel Stoy** (Aging Specialist)- has been with the Centralina Area Agency on Aging for 3 years and specializes in community outreach, education, volunteer recruitment and training. Elisa has experience in Volunteer Transportation Services expansion efforts in the Concord UZA through 5310 work in FY17. **17% of time**

***Describe any training, maintenance, inspections and/or service monitoring you plan to do focused on managing risk and providing safe services?***

Volunteer Transportation Services conducts background checks, drug screening and driving record checks for all volunteer drivers. In addition, each volunteer must provide proof of driver's license, insurance and registration. Each volunteer completes First Aid Training and Aging & Disability Awareness training in efforts to manage risk. VTS provides supplementary insurance for all volunteer drivers.

**Part III – Proposed Project Budget**

***Project Funding***

*Local matching funds are required for all application submittals. For projects requiring operating funds the required match is 50% from nonfederal transportation funds. For capital projects the required match is 20% + from nonfederal transportation funds. Some potential capital match exceptions are noted in the FTA guidance and the CK Rider Area Transit 5310 Program Management Plan.*

**Total Project Budget** \$69,263.00

**Capital Federal Share** \$55,410.40 **80 %**

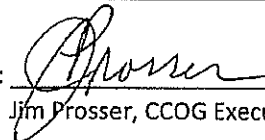
**Capital Local Match** \$13,852.60 **20 %**

Operating Federal Share \$ \_\_\_\_\_ %

Operating Local Match \$ \_\_\_\_\_ %

Local Match Fund Source: CCOG Membership Dues & Other non-Federal Funds if needed

Commitment of local funds:



Jim Prosser, CCOG Executive Director

Note: The applicant must demonstrate a commitment to provide local funds and provide appropriate documentation. Documentation may be in the form of a letter or other supporting documentation noting where funds will be drawn from.



### Concord UZA Project Budget

Staff	Billable Rate (salary, fringe)	Hours Expected	Total	Percentage
Michelle Nance	\$86	180	\$15,480	9%
Blair Israel	\$48	150	\$7,200	7%
Katherine Hebert	\$44	250	\$11,000	12%
Katie Kutcher	\$40	160	\$6,400	8%
Angel Stoy	\$33	416	\$13,728	20%
Suzanne Tungate	\$50	80	\$4,000	4%
Marva Thomas	\$33	60	1,980	3%
Planning Staff TBD	\$30	120	\$3,600	6%
Advertisement			\$2,000	
Cell phone			\$127.00	
Mileage Reimbursement			\$1,391	
Materials & Supplies			\$2,250	
<b>TOTAL Budget</b>			<b>\$69,156</b>	

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

### PREFACE

*Before the Federal Transit Administration (FTA or We) may award federal assistance for public transportation in the form of a federal grant, cooperative agreement, loan, line of credit, loan guarantee, master credit agreement, or State Infrastructure Bank (SIB) cooperative agreement certain pre-award Certifications and Assurances are required, except as FTA determines otherwise in writing. The Applicant must authorize a representative (Authorized Representative) to select and sign its Certifications and Assurances and bind the Applicant's compliance. You, as your Applicant's Authorized Representative, must select and sign all Certifications and Assurances that your Applicant must provide to support each application it submits to FTA for federal assistance during federal fiscal year (FY) 2017.*

*We request that you read each Certification and Assurance and select those that will apply to any application for which your Applicant might seek FTA assistance during FY 2017. As provided by federal laws, regulations, and requirements, FTA may award federal assistance only if the Applicant's Authorized Representative selects adequate Certifications and Assurances.*

*We have consolidated our Certifications and Assurances into twenty-three (23) Categories. At a minimum, you must select the Assurances in Category 01. If your Applicant requests more than \$100,000 in federal assistance, you must select the "Lobbying" Certification in Category 02, except if your Applicant is an Indian tribe, Indian organization, or an Indian tribal organization. Depending on the nature of your Applicant and the Award it seeks, you may also need to select one or more Certifications and Assurances in Categories 03 through 23. Instead of selecting individual Categories of Certifications and Assurances, however, you may make a single selection that will encompass all twenty-three (23) Categories of Certifications and Assurances that apply to our various programs.*

*FTA, the Applicant, and the Applicant's Authorized Representative, understand and agree that not every provision of these twenty-three (23) Categories of Certifications and Assurances will apply to every Applicant or every Award or Project included in an Award, even if you make a single selection encompassing all twenty-three (23) Categories. Nor will every provision of each Certification or Assurance within a single Category apply if that provision does not apply to your Applicant or the Award it seeks. The type of Applicant and its application will determine which Certifications and Assurances apply.*

*Your Applicant is ultimately responsible for compliance with the Certifications and Assurances selected that apply to its Award, itself, any Subrecipient, or any other Third Party Participant in its Award, except as FTA determines otherwise in writing. For this reason, we strongly encourage your Applicant to take appropriate measures, including,*

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

*but not limited to, obtaining sufficient documentation from each Subrecipient and any other Third Party Participant as necessary to assure your Applicant's compliance with the applicable Certifications and Assurances selected on its behalf.*

*Except as FTA determines otherwise in writing, if your Applicant is a team, consortium, joint venture, or partnership, it understands and agrees that you must identify the activities that each member will perform and the extent to which each member will be responsible for compliance with the selected Certifications and Assurances. You also must identify each member's role in the Award, whether as a Recipient, Subrecipient, Third Party Contractor, or other Third Party Participant.*

*It is important that you and your Applicant also understand that these Certifications and Assurances are pre-award requirements, generally imposed by federal law or regulation, and do not include all federal requirements that may apply to it or its Award. We expect you to submit your Applicant's FY 2017 Certifications and Assurances and its applications for federal assistance in FTA's electronic award and management system, currently the Transit Award Management System (TrAMS). You must be registered in TrAMS to submit your Applicant's FY 2017 Certifications and Assurances. TrAMS contains fields for selecting among the twenty-three (23) Categories of Certifications and Assurances and a designated field for selecting all twenty-three (23) Categories of Certifications and Assurances. If FTA agrees that you are unable to submit your Applicant's FY 2017 Certifications and Assurances electronically, you must submit the Signature Pages at the end of this document, as FTA directs, marked to show the Categories of Certifications and Assurances that you are submitting.*

*Be aware that these Certifications and Assurances have been prepared in light of:*

- The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, and other authorizing legislation to be enacted, and*
- Appropriations Acts or Continuing Resolutions funding the U.S. Department of Transportation during Fiscal Year 2017.*



## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

### CATEGORY 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

*Before FTA may provide federal assistance for your Applicant's Award, you must select the Certifications and Assurances in Category 01 in addition to any other applicable Certifications and Assurances, except as FTA determines otherwise in writing.*

*Any provision of the Certifications and Assurances in Category 01 that does not apply will not be enforced.*

#### **01.A. Certifications and Assurances of Authority of the Applicant and Its Authorized Representative.**

You certify and affirm that in signing these Certifications, Assurances, and Agreements, both you, as your Applicant's Authorized Representative, and your Applicant's attorney who is authorized to represent your Applicant in legal matters, may undertake the following activities on your Applicant's behalf, in compliance with applicable state, local, or Indian tribal laws, regulations, and requirements and your Applicant's by-laws or internal rules:

1. Execute and file its application for federal assistance,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute its Grant Agreement, Cooperative Agreement, Loan, Loan Guarantee, Line of Credit, Master Credit Agreement, or State Infrastructure Bank (SIB) Cooperative Agreement for which the Applicant is seeking federal assistance from FTA,
4. Comply with applicable federal laws, regulations, and requirements, and
5. Follow applicable federal guidance.

#### **01.B. Standard Assurances.**

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable federal laws, regulations, and requirements in implementing its Award.
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for each Award, including the FTA Master Agreement and other documents incorporated by reference and made part of its Grant Agreement or Cooperative Agreement, or latest amendment thereto.
3. It recognizes that federal laws, regulations, and requirements may be amended from time to time and those amendments may affect the implementation of its Award.
4. It understands that Presidential executive orders and federal guidance, including federal policies and program guidance, may be issued concerning matters affecting it or its Award.
5. It agrees that the most recent federal laws, regulations, requirements, and guidance will apply to its Award, except as FTA determines otherwise in writing.
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA programs may vary depending on the fiscal year for which the federal assistance for those programs was appropriated or made available.

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

### 01.C. Intergovernmental Review Assurance.

*(This assurance in this Category 01.C does not apply to an Indian tribe, an Indian organization, or an Indian tribal organization that applies for federal assistance made available under 49 U.S.C. § 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)*

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for federal assistance to the appropriate state and local agencies for intergovernmental review.

### 01.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age including:
  - a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
  - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
  - c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (prohibiting discrimination on the basis of race, color, religion, sex, (including gender identity and sexual orientation) or national origin),
  - d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
  - e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,
  - f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25,
  - g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et seq.*,
  - h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,
  - i. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
  - j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
  - k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. It will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.
3. As required by 49 CFR § 21.7:

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- a. It will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:
  - (1) It implements its Award,
  - (2) It undertakes property acquisitions, and
  - (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Award.
- b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.
- c. It will promptly take the necessary actions to carry out this assurance, including the following:
  - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
  - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.
- d. If it transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
  - (1) While the property is used for the purpose that the federal assistance is extended, or
  - (2) While the property is used for another purpose involving the provision of similar services or benefits.
- e. The United States has a right to seek judicial enforcement of any matter arising under:
  - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
  - (2) U.S. DOT regulations, 49 CFR part 21, or
  - (3) This assurance.
- f. It will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:
  - (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
  - (2) U.S. DOT regulations, 49 CFR part 21, and
  - (3) Federal transit law, 49 U.S.C. § 5332.
- g. It will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.
- h. It will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:
  - (1) Subrecipient,
  - (2) Transferee,
  - (3) Third Party Contractor or Subcontractor at any tier,
  - (4) Successor in Interest,
  - (5) Lessee, or
  - (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).
- i. It will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:
  - (1) Subagreement at any tier,
  - (2) Property transfer agreement,

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- (3) Third party contract or subcontract at any tier,
- (4) Lease, or
- (5) Participation agreement.
- j. The assurances you have made on your Applicant's behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
  - (1) Federal assistance is provided for its Award,
  - (2) Its property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
  - (3) It retains ownership or possession of its property acquired or improved with federal assistance provided for its Award, or
  - (4) FTA may otherwise determine in writing.
4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:
  - a. It will comply with the following prohibitions against discrimination on the basis of disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
    - (1) Construct any facility,
    - (2) Obtain any rolling stock or other equipment,
    - (3) Undertake studies,
    - (4) Conduct research, or
    - (5) Participate in any benefit or obtain any benefit from any FTA administered program.
  - b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability, be:
    - (1) Excluded from participation,
    - (2) Denied benefits, or
    - (3) Otherwise subjected to discrimination.

### **01.E. Suspension and Debarment, Tax Liability, and Felony Convictions Certifications.**

#### **01.E.1 Suspension and Debarment.**

On behalf of your Applicant, you certify that:

- a. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180.
- b. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
  - (1) Are eligible to participate in covered transactions of any federal department or agency and are not presently:
    - (a) Debarred,
    - (b) Suspended,

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- (c) Proposed for debarment,
  - (d) Declared ineligible,
  - (e) Voluntarily excluded, or
  - (f) Disqualified.
- (2) Within a three-year period preceding its latest application or proposal, its management has not been convicted of or had a civil judgment rendered against any of them for:
- (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction, or contract under a public transaction,
  - (b) Violation of any federal or state antitrust statute, or
  - (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property.
- (3) It is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification.
- (4) It has not had one or more public transactions (federal, state, or local) terminated for cause or default within a three-year period preceding this Certification.
- (5) If, at a later time, it receives any information that contradicts the preceding statements of subsections 2.a – 2.d of this Category 01.E Certification, it will promptly provide that information to FTA.
- (6) It will treat each lower tier contract or subcontract under its Award as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
- (a) Equals or exceeds \$25,000,
  - (b) Is for audit services, or
  - (c) Requires the consent of a federal official.
- (7) It will require that each covered lower tier contractor and subcontractor:
- (a) Comply and facilitate compliance with the federal requirements of 2 CFR parts 180 and 1200, and
  - (b) Assure that each lower tier participant in its Award is not presently declared by any federal department or agency to be:
    - 1 Debarred from participation in any federally assisted Award,
    - 2 Suspended from participation in any federally assisted Award,
    - 3 Proposed for debarment from participation in any federally assisted Award,
    - 4 Declared ineligible to participate in any federally assisted Award,
    - 5 Voluntarily excluded from participation in any federally assisted Award, or
    - 6 Disqualified from participation in any federally assisted Award.
- c. It will provide a written explanation if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Category 01.E.1 Certification.

### 01.E.2. Tax Liability.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- a. Your Applicant and its prospective Subrecipients have no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when issued.

### 01.E.3. Felony Convictions.

If your Applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, on behalf of your Applicant, you certify that:

- a. Your Applicant and its prospective Subrecipients have not been convicted of a felony criminal violation under any federal law within the preceding 24 months.
- b. Your Applicant and its Subrecipients will follow applicable U.S. DOT guidance when it is issued.

### 01.F. U.S. OMB Assurances in SF-424B and SF-424D.

*The assurances in this Category 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in federal laws, regulations, and requirements.*

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
  - a. For any application it submits for federal assistance, it has adequate resources to plan, manage, and properly complete the tasks to implement its Award, including:
    - (1) The legal authority to apply for federal assistance,
    - (2) The institutional capability,
    - (3) The managerial capability, and
    - (4) The financial capability (including funds sufficient to pay the non-federal share of the cost of incurred under its Award).
  - b. As required, it will give access and the right to examine materials related to its Award to the following entities or individuals, including, but not limited to:
    - (1) FTA,
    - (2) The Comptroller General of the United States, and
    - (3) The State, through an appropriate authorized representative.
  - c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance.
  - d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
    - (1) A personal or organizational conflict of interest or personal gain, or
    - (2) An appearance of a personal or organizational conflict of interest or personal gain.
2. *Specifics of the Award.* On behalf of your Applicant, you assure that:
  - a. It will begin and complete work within the period of performance that applies following receipt of an FTA Award.
  - b. For FTA assisted construction Awards:

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
  - (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms to the approved plans and specifications,
  - (3) It will include a covenant to assure nondiscrimination during the useful life of the real property financed under its Award in its title to that real property,
  - (4) To the extent FTA requires, it will record the federal interest in the title to FTA assisted real property or interests in real property, and
  - (5) It will not alter the site of the FTA assisted construction or facilities without permission or instructions from FTA by:
    - (a) Disposing of the underlying real property or other interest in the site and facilities,
    - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
    - (c) Changing the terms of the underlying real property title or other interest in the site and facilities.
- c. It will furnish progress reports and other information as FTA or the state may require.
3. *Statutory and Regulatory Requirements.* On behalf of your Applicant, you assure that:
- a. Your Applicant will comply with all federal laws, regulations, and requirements relating to nondiscrimination that apply, including, but not limited to:
    - (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. § 2000d.
    - (2) The prohibitions against discrimination on the basis of sex, as provided in:
      - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 – 1683, and 1685 – 1687, and
      - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25.
    - (3) The prohibitions against discrimination on the basis of age in federally assisted programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 – 6107.
    - (4) The prohibitions against discrimination on the basis of disability in federally assisted programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794.
    - (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 .
    - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. § 3601 *et seq.*
    - (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*
    - (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. § 290dd – 290dd-2.
  - (10) The prohibitions against discrimination in employment as provided in Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
  - (11) The nondiscrimination provisions of any other statute(s) that may apply to its Award.
- b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. § 4601 *et seq.*, and 49 U.S.C. § 5323(b), regardless of whether federal assistance has been provided for any real property acquired or improved for purposes of its Award:
- (1) It will provide for fair and equitable treatment of any displaced persons or any persons whose property is acquired or improved as a result of federally assisted programs.
  - (2) It has the necessary legal authority under state and local laws, regulations, and requirements to comply with:
    - (a) The Uniform Relocation Act, 42 U.S.C. § 4601 *et seq.*, as specified by 42 U.S.C. §§ 4630 and 4655, and
    - (b) U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR § 24.4.
  - (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
    - (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24.
    - (b) As provided by 42 U.S.C. §§ 4622, 4623, and 4624, and 49 CFR part 24, if its Award results in displacement, it will provide fair and reasonable relocation payments and assistance to:
      - 1 Displaced families or individuals, and
      - 2 Displaced corporations, associations, or partnerships.
    - (c) As provided by 42 U.S.C. § 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
      - 1 Displaced families and individuals, and
      - 2 Displaced corporations, associations, or partnerships.
    - (d) As provided by 42 U.S.C. § 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals.
    - (e) It will do the following:
      - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
      - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.
    - (f) It will be guided by the real property acquisition policies of 42 U.S.C. §§ 4651 and 4652.



## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. §§ 4653 and 4654, understanding that FTA will provide federal assistance for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. § 4631.
  - (h) It will execute the necessary implementing amendments to FTA assisted third party contracts and subagreements.
  - (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances.
  - (j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, related to its Award that involves relocation or land acquisition.
  - (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions.
- c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. § 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.
- d. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by federal assistance of:
- (1) The National Research Act, as amended, 42 U.S.C. § 289 *et seq.*, and
  - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11.
- e. It will, to the extent applicable, comply with the labor standards and protections for federally assisted Awards of:
- (1) The Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147,
  - (2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874, and 40 U.S.C. § 3145, respectively, and
  - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3701 *et seq.*
- f. It will comply with any applicable environmental standards prescribed to implement federal laws and executive orders, including, but not limited to:
- (1) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. § 4321 note.
  - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. § 7606 note.
  - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. § 4321 note.
  - (4) Following the evaluation of flood hazards in the floodplains provisions of Executive Order No. 11988, May 24, 1977, 42 U.S.C. § 4321 note, and Executive Order No. 13690 "Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input, January 30, 2015.
  - (5) Complying with the assurance of consistency with the approved state management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 – 1465.

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1970, as amended, 42 U.S.C. §§ 7401 – 7671q.
- (7) Complying with protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300f – 300j-6.
- (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 – 1544.
- (9) Complying with the environmental protections for federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, state, or local significance or any land from a historic site of national, state, or local significance to be used in a transportation Award, as required by 49 U.S.C. § 303 (also known as “Section 4f”).
- (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 – 1287.
- (11) Complying with and facilitating compliance with:
  - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 300108,
  - (b) The Archaeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.*, and
  - (c) Executive Order No. 11593 (identification and protection of historic properties), 54 U.S.C. § 300101.
- g. To the extent applicable, it will comply with the following federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported with federal assistance:
  - (1) The Animal Welfare Act, as amended, 7 U.S.C. § 2131 *et seq.*, and
  - (2) U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR subchapter A, parts 1, 2, 3, and 4.
- h. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR § 41.117(d), before accepting delivery of any FTA assisted buildings.
- i. It will comply with and assure that each of its Subrecipients located in special flood hazard areas will comply with section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), by:
  - (1) Participating in the federal flood insurance program, and
  - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- j. It will comply with:
  - (1) The Hatch Act, 5 U.S.C. §§ 1501 – 1508, 7324 – 7326, which limits the political activities of state and local agencies and their officers and employees whose primary employment activities are financed in whole or part with federal assistance, including a federal loan, grant agreement, or cooperative agreement, and
  - (2) 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

system (or of any other agency or entity performing related functions) receiving federal assistance appropriated or made available under 49 U.S.C. chapter 53 and 23 U.S.C. § 142(a)(2) to whom the Hatch Act does not otherwise apply.

- k. It will perform the financial and compliance audits as required by the:
  - (1) Single Audit Act Amendments of 1996, 31 U.S.C. § 7501 *et seq.*,
  - (2) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 200, and
  - (3) Most recent applicable U.S. OMB Compliance Supplement, 2 CFR part 200, appendix XI (previously known as the U.S. OMB Circular A-133 Compliance Supplement).
- l. It will comply with all other federal laws, regulations, and requirements that apply.
- m. It will follow federal guidance governing it and its Award, except as FTA has expressly approved otherwise in writing.

### CATEGORY 02. LOBBYING.

*Before FTA may provide federal assistance for a grant or cooperative agreement exceeding \$100,000 or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, you must select the Lobbying Certifications in Category 02, unless your Applicant is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 31 U.S.C. § 1352, and/or except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 02 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that:

- 1. As required by 31 U.S.C. § 1352 and U.S. DOT regulations, “New Restrictions on Lobbying,” specifically 49 CFR § 20.110:
  - a. The lobbying restrictions of this Certification apply to its requests:
    - (1) For \$100,000 or more in federal assistance for a grant or cooperative agreement, and
    - (2) For \$150,000 or more in federal assistance for a loan, line of credit, loan guarantee, or loan insurance, and
  - b. Your Certification on your Applicant’s behalf applies to the lobbying activities of:
    - (1) The Applicant,
    - (2) Its Principals, and
    - (3) Its Subrecipients at the first tier.
- 2. To the best of your knowledge and belief:
  - a. No federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
    - (1) An officer or employee of any federal agency regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
    - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- (a) Federal grant or cooperative agreement, or
    - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
  - b. Your Applicant will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with the instructions on that form, if any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
    - (1) An officer or employee of any federal agency regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance, or
    - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance.
  - c. Your Applicant will include the language of this Certification in its Award documents under a federal grant, cooperative agreement, loan, line of credit, or loan insurance including, but not limited to:
    - (1) Each third party contract,
    - (2) Each third party subcontract,
    - (3) Each subagreement, and
    - (4) Each third party agreement.
3. Your Applicant understands that:
- a. This Certification is a material representation of fact that the Federal Government relies on, and
  - b. It must submit this Certification before the Federal Government may award federal assistance for a transaction covered by 31 U.S.C. § 1352, including a:
    - (1) Federal grant or cooperative agreement, or
    - (2) Federal loan, line of credit, loan guarantee, or loan insurance.
4. Your Applicant understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **CATEGORY 03. PROCUREMENT AND PROCUREMENT SYSTEMS.**

*We request that you select the Procurement and Procurement Systems Certification in Category 03 on behalf of your Applicant, especially if your Applicant is a state, local, or Indian tribal government with a certified procurement system, as provided in 2 CFR § 200.324(c)(2), incorporated by reference in 2 CFR part 1201 or former 49 CFR § 18.36(g)(3)(ii).*

*Any provision of the Certification in Category 03 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that its procurements and its procurement system will comply with all federal laws, regulations, and requirements in accordance with applicable federal guidance, except as FTA has approved otherwise in writing.

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

### CATEGORY 04. PRIVATE SECTOR PROTECTIONS.

*Before FTA may provide federal assistance for an Award that involves the acquisition of public transportation property or the operation of public transportation facilities or equipment, you must select the Private Property Protections Assurances in Category 04.A and enter into the Agreements in Category 04.B and Category 04.C on behalf of your Applicant, except as FTA determines otherwise in writing.*

*Any provision of the Assurances and Agreements in Category 04 that does not apply will not be enforced.*

#### **04.A. Private Property Protections.**

*If your Applicant is a state, local government, or Indian tribal government and seeks federal assistance from FTA to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Category 04.A apply to your Applicant, except as FTA determines otherwise in writing.*

To facilitate FTA's ability to make the findings required by 49 U.S.C. § 5323(a)(1), on behalf of your Applicant, you assure that:

1. Your Applicant has or will have:
  - a. Determined that the federal assistance it has requested is essential to carrying out its Program of Projects as required by 49 U.S.C. §§ 5303, 5304, and 5306,
  - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
  - c. Paid just compensation under state or local laws to the company for any franchise or property acquired.
2. Your Applicant has completed the actions described in the preceding section 1 of this Category 04.A Certification before:
  - a. It acquires the property or an interest in the property of a private provider of public transportation, or
  - b. It operates public transportation equipment or facilities:
    - (1) In competition with transportation service provided by an existing public transportation operator, or
    - (2) In addition to transportation service provided by an existing public transportation operator.

#### **04.B. Charter Service Agreement.**

*If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the Charter Service Agreement in Category 04.B applies to your Applicant, except as FTA determines otherwise in writing.*

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

To comply with 49 U.S.C. § 5323(d) and (g) and FTA regulations, “Charter Service, 49 CFR part 604, specifically 49 CFR § 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA’s “Charter Service” regulations apply as follows:
  - a. FTA’s Charter Service regulations restrict transportation by charter service using facilities and equipment acquired or improved under an Award derived from:
    - (1) Federal transit laws, 49 U.S.C. chapter 53,
    - (2) 23 U.S.C. §§ 133 or 142, or
    - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
  - b. FTA’s charter service restrictions extend to:
    - (1) Your Applicant, when it receives federal assistance appropriated or made available for:
      - (a) Federal transit laws, 49 U.S.C. chapter 53,
      - (b) 23 U.S.C. §§ 133 or 142, or
      - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
    - (2) Any Third Party Participant that receives federal assistance derived from:
      - (a) Federal transit laws, 49 U.S.C. chapter 53,
      - (b) 23 U.S.C. §§ 133 or 142, or
      - (c) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
  - c. A Third Party Participant includes any:
    - (1) Subrecipient at any tier,
    - (2) Lessee,
    - (3) Third Party Contractor or Subcontractor at any tier, and
    - (4) Other Third Party Participant in its Award.
  - d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives federal public transportation assistance appropriated or made available for its Award will engage in charter service operations, except as permitted under:
    - (1) Federal transit laws, specifically 49 U.S.C. § 5323(d) and (g),
    - (2) FTA regulations, “Charter Service,” 49 CFR part 604, to the extent consistent with 49 U.S.C. § 5323(d) and (g),
    - (3) Any other federal Charter Service regulations, or
    - (4) Federal guidance, except as FTA determines otherwise in writing.
  - e. You and your Applicant agree that the latest Charter Service Agreement selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance from FTA.
  - f. You and your Applicant agree that:
    - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives federal assistance from FTA that has demonstrated a pattern of violating of FTA’s Charter Service regulations by:
      - (a) Conducting charter operations prohibited by federal transit laws and FTA’s Charter Service regulations, or

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- (b) Otherwise violating its Charter Service Agreement selected in its latest annual Certifications and Assurances.
- (2) These corrective measures and remedies may include:
  - (a) Barring your Applicant or any Third Party Participant operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA,
  - (b) Withholding an amount of federal assistance as provided by Appendix D to FTA's Charter Service regulations, or
  - (c) Any other appropriate remedy that may apply.
- 2. In addition to the exceptions to the restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
  - a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. §§ 5307 or 5311 to be used for Job Access and Reverse Commute (JARC) activities that would have been eligible for assistance under former 49 U.S.C. § 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that federal assistance from FTA for those program purposes only.
  - b. FTA's Charter Service restrictions do not apply to your Applicant if it seeks federal assistance appropriated or made available under 49 U.S.C. § 5310 to be used for New Freedom activities that would have been eligible for assistance under former 49 U.S.C. § 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that federal assistance from FTA for those program purposes only.
  - c. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally assisted public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. § 5323(r).

### **04.C. School Bus Agreement.**

*If your Applicant seeks federal assistance from FTA to acquire or operate transit facilities or equipment, the School Bus Agreement in Category 04.C applies to your Applicant, except as FTA determines otherwise in writing.*

To comply with 49 U.S.C. § 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g), your Applicant agrees to enter into the following School Bus Agreement:

- 1. FTA's "School Bus Operations" regulations at 49 CFR part 605 restricts school bus operations using facilities and equipment acquired or improved with federal assistance derived from:
  - a. Federal transit laws, 49 U.S.C. chapter 53,
  - b. 23 U.S.C. §§ 133 or 142, or
  - c. Any other Act that provides federal public transportation assistance, unless otherwise excepted.
- 2. FTA's school bus operations restrictions extend to:
  - a. Your Applicant, when it receives federal assistance appropriated or made available for:

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- (1) Federal transit laws, 49 U.S.C. chapter 53,
  - (2) 23 U.S.C. §§ 133 or 142, or
  - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
- b. Any Third Party Participant that receives federal assistance derived from:
- (1) Federal transit laws, 49 U.S.C. chapter 53,
  - (2) 23 U.S.C. §§ 133 or 142, or
  - (3) Any other Act that provides federal public transportation assistance, unless otherwise excepted.
3. A Third Party Participant includes any:
- a. Subrecipient at any tier,
  - b. Lessee,
  - c. Third Party Contractor or Subcontractor at any tier, and
  - d. Any other Third Party Participant in the Award.
4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
- a. Federal transit laws, specifically 49 U.S.C. § 5323(f) and (g),
  - b. FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. § 5323(f) and (g),
  - c. Any other federal School Bus regulations, or
  - d. Federal guidance, except as FTA determines otherwise in writing.
5. You and your Applicant agree that the latest School Bus Agreement selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference and made part of the Underlying Agreement accompanying its Award of federal assistance.
6. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
- a. Bar your Applicant or Third Party Participant from receiving further federal assistance for public transportation, or
  - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

### **CATEGORY 05. ROLLING STOCK REVIEWS AND BUS TESTING.**

*Before FTA may provide federal assistance for an Award to acquire rolling stock for use in revenue service or to acquire a new bus model, you must select the Rolling Stock Reviews and Bus Testing Certifications in Category 05, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 05 that does not apply will not be enforced.*

#### **05.A. Rolling Stock Reviews.**

*If your Applicant seeks federal assistance from FTA to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Category 05.A apply to your Applicant, except as FTA determines otherwise in writing.*



## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

On behalf of your Applicant, you certify that, when procuring rolling stock for use in revenue service:

1. Your Applicant will comply with:
  - a. Federal transit laws, specifically 49 U.S.C. § 5323(m), and
  - b. FTA regulations, “Pre-Award and Post-Delivery Audits of Rolling Stock Purchases,” 49 CFR part 663, and
2. As provided in 49 CFR § 663.7:
  - a. Your Applicant will conduct or cause to be conducted the required pre-award and post-delivery reviews of that rolling stock, and
  - b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

### **05.B. Bus Testing.**

*If your Applicant seeks federal assistance from FTA to acquire a new bus model, the Bus Testing Certifications in Category 05.B apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that:

1. FTA’s bus testing requirements apply to all acquisitions of new buses and new bus models that require bus testing as defined in FTA’s Bus Testing regulations, and it will comply with:
  - a. 49 U.S.C. § 5318, and
  - b. FTA regulations, “Bus Testing,” 49 CFR part 665.
2. As required by 49 CFR § 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration, your Applicant will not spend any federal assistance appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
  - a. That new bus or new bus model has been tested at FTA’s bus testing facility, and
  - b. It has received a copy of the test report prepared for that new bus or new bus model.
3. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including the:
  - a. Performance standards for:
    - (1) Maintainability,
    - (2) Reliability,
    - (3) Performance (including braking performance),
    - (4) Structural integrity,
    - (5) Fuel economy,
    - (6) Emissions, and
    - (7) Noise, and
  - b. Minimum safety performance standards established under 49 U.S.C. § 5329, when issued.
4. After FTA regulations authorized by 49 U.S.C. § 5318(e)(2) are in effect, it will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the “Pass/Fail” standard established by regulation.

### **CATEGORY 06. DEMAND RESPONSIVE SERVICE.**

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

*Before FTA may provide federal assistance to a public entity that operates demand responsive service for an Award to acquire a non-rail vehicle that is not accessible, you must select the Demand Responsive Service Certifications in Category 06, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 06 that does not apply will not be enforced.*

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR § 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
  - a. Individuals with disabilities, including individuals who use wheelchairs, and
  - b. Individuals without disabilities.
2. Viewed in its entirety, your Applicant's service for individuals with disabilities is:
  - a. Provided in the most integrated setting feasible, and
  - b. Equivalent to the service it offers individuals without disabilities with respect to:
    - (1) Response time,
    - (2) Fares,
    - (3) Geographic service area,
    - (4) Hours and days of service,
    - (5) Restrictions on priorities based on trip purpose,
    - (6) Availability of information and reservation capability, and
    - (7) Constraints on capacity or service availability.

### CATEGORY 07. INTELLIGENT TRANSPORTATION SYSTEMS.

*Before FTA may provide federal assistance for an Award in support of an Intelligent Transportation System (ITS), you must select the Intelligent Transportation Systems Assurances in Category 07, except as FTA determines otherwise in writing.*

*Any provision of the Assurances in Category 07 that does not apply will not be enforced.*

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation System is defined to include technologies or systems of technologies that provide or significantly contribute to the provision of one or more Intelligent Transportation System (ITS) user services as defined in the "National ITS Architecture."
2. Assure that, as provided in 23 U.S.C. § 517(d), any Award that includes an ITS or related activity financed with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. § 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. § 517(d)(2).

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

### CATEGORY 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

*Before FTA may award federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support the interest, financing, or leasing costs of any Award financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, any program to which the requirements of 49 U.S.C. § 5307 apply, or any other program as FTA may specify, you must select the Certifications in Category 08, except as FTA may determine otherwise in writing.*

*Any provision of the Certifications and Assurances in Category 08 that does not apply will not be enforced.*

#### **08.A. Interest and Financing Costs.**

*If your Applicant intends to use federal assistance to support the interest or any other financing costs for an Award financed under the Urbanized Area Formula Grants Program, the Fixed Guideway Capital Investment Grants Program, the New Starts, Small Starts, and Core Capacity Programs, any program that must comply with the requirements of 49 U.S.C. § 5307, or any other program as FTA may specify, the Interest and Financing Costs Certifications in Category 08.A apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
  - a. It is eligible to receive federal assistance for those costs, and
  - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, as FTA may require.
2. It will comply with the same favorable financing cost provisions for Awards financed under:
  - a. The Urbanized Area Formula Grants Program,
  - b. A Full Funding Grant Agreement,
  - c. An Early Systems Work Agreement,
  - d. The Fixed Guideway Capital Investment Program financed by previous FTA enabling legislation,
  - e. Any program that must comply with the requirements of 49 U.S.C. § 5307, or
  - f. Any other program as FTA may specify.

#### **08.B. Acquisition of Capital Assets by Lease.**

*If your Applicant seeks federal assistance from FTA to acquire capital assets (other than rolling stock or related equipment) through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Category 08.B apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify and assure that, as required by FTA regulations, "Capital Leases," 49 CFR part 639, to the extent consistent with the FAST Act, if your Applicant

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

acquires any capital asset (other than rolling stock or related equipment) through a lease financed with federal assistance appropriated or made available under 49 U.S.C. chapter 53, it will not enter into a capital lease for which FTA can provide only incremental federal assistance unless it has adequate financial resources to meet its future lease obligations if federal assistance is not available.

### **CATEGORY 09. TRANSIT ASSET MANAGEMENT PLAN, PUBLIC TRANSPORTATION AGENCY SAFETY PLAN, AND STATE SAFETY OVERSIGHT REQUIREMENTS.**

*Before FTA may provide federal assistance appropriated or made available under 49 U.S.C. chapter 53 to support an Award, you must select the Certifications in Category 09, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 09 that does not apply will not be enforced.*

#### **09.A. Transit Asset Management Plan.**

*If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Category 09.A apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that it and each of its Subrecipients will:

1. Comply with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
2. Follow federal guidance that will implement the regulations at 49 CFR part 625.

#### **09.B. Public Transportation Safety Program.**

*If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State, local government authority, or any other operator of a public transportation system, the particular provisions under the Public Transportation Safety Program in Category 09.B apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify that it will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

#### **09.C. State Safety Oversight Requirements.**

On behalf of your Applicant, depending on how far the Recipient has progressed in developing a State Safety Oversight program fully compliant with 49 U.S.C. § 5329(e) and FTA regulations, "State Safety Oversight," 49 C.F.R. part 674, your applicant certifies that it will comply as follows:

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

1. States With a Fully Compliant Program. The Recipient agrees that FTA regulations, “State Safety Oversight,” 49 C.F.R. part 674, will apply when its State Safety Oversight program is fully compliant with FTA’s requirements, but
2. States Without a Fully Compliant Program. The Recipient agrees that FTA regulations, “Rail Fixed Guideway Systems; State Safety Oversight,” 49 C.F.R. part 659, will continue to apply to those states that have not yet implemented a fully compliant Public Transportation Safety Program.

### CATEGORY 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

*If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. § 5331 and its implementing regulations, before FTA may provide federal assistance for an Award, you must select the Certifications in Category 10, except as FTA may determine otherwise in writing.*

*Any provision of the Certifications in Category 10 that does not apply will not be enforced.*

As required by 49 U.S.C. § 5331, and FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR part 655, subpart I, specifically 49 CFR § 655.83, on behalf of your Applicant, including an Applicant that is a state, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
  - a. An alcohol misuse testing program, and
  - b. A controlled substance testing program.
2. Your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or its Third Party Contractors to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and its Third Party Contractors to which these testing requirements apply have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.

### CATEGORY 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY IMPROVEMENT).

*Before FTA may provide federal assistance for an Award financed under the New Starts, Small Starts, or Core Capacity Improvement Program authorized under 49 U.S.C. § 5309, you must select the Certifications in Category 11, except as FTA may determine otherwise in writing.*

*Any provision of the Certifications in Category 11 that does not apply will not be enforced.*

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625,
4. It will comply with:
  - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
  - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304, and
5. It will comply with FTA guidance, "Final Interim Policy Guidance, Federal Transit Administration Capital Investment Grant Program," June 2016.

### CATEGORY 12. STATE OF GOOD REPAIR PROGRAM.

*Before FTA may provide federal assistance for an Award financed under the State of Good Repair Program authorized under 49 U.S.C. § 5337, you must select the Certifications in Category 12, except as FTA determines otherwise in writing.*

*Any provision of the Assurance in Category 12 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award,
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
4. It will comply with:
  - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
  - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

### CATEGORY 13. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS

*Before FTA may provide federal assistance for an Award under the Buses and Bus Facilities Program authorized under 49 U.S.C. § 5339, as amended by the FAST Act, which authorizes grants for formula and competitive Bus and Bus Facilities Grants and Low or No Emission buses or an award under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), you must select the Certifications in Category 13, except as FTA determines otherwise in writing.*

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

*Any provision of the Certifications in Category 13 that does not apply will not be enforced.*

### **13.A. Grants for Buses and Bus Facilities Program**

*The following Certifications for the Grants for Buses and Bus Facilities Program are required by 49 U.S.C. § 5339, as amended by the FAST Act, which provides that the requirements of 49 U.S.C. § 5307 shall apply to recipients of grants made in urbanized areas and the requirements of 49 U.S.C. § 5311 shall apply to recipients of grants made in rural areas. Therefore:*

1. If your Applicant is in an urbanized area, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
  - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
  - b. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
  - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
  - d. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5339 during non-peak hours for transportation, recipients in an urbanized area will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
    - (1) Any senior,
    - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
    - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
    - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
  - e. When carrying out a procurement under 49 U.S.C. § 5339, it will comply with:
    - (1) The applicable general provisions of 49 U.S.C. § 5323, and
    - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
  - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
  - g. As required by 49 U.S.C. § 5307(d):
    - (1) It has or will have the amount of funds required for the non-federal share,
    - (2) It will provide the non-federal share from sources approved by FTA, and
    - (3) It will provide the non-federal share when needed.
  - h. It will comply with:
    - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
    - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- i. It has a locally developed process to solicit and consider public comment before:
  - (1) Raising a fare, or
  - (2) Implementing a major reduction of public transportation service.
- j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
2. Except as FTA determines otherwise in writing, if your Applicant is in a rural area, you certify, on behalf of your Applicant, that:
  - a. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
  - b. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
  - c. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
  - d. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
  - e. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service with transportation service financed by other federal sources.
  - f. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
    - (1) The statewide transportation improvement program, and
    - (2) To the extent applicable, a metropolitan transportation improvement program.
  - g. With respect to the non-federal share:
    - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5311(g),
    - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
    - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
  - h. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
    - (1) The Recipient possessing the facility or equipment consents to the transfer, and
    - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.

### **13.B. Low or No Emission Vehicle Deployment.**

*If your Applicant seeks federal assistance from FTA for an Award financed under the Low or No Emission Vehicle Development Program authorized under former 49 U.S.C. § 5312(d)(5), the*



## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

*Certifications and Assurances in Category 13.B apply to your Applicant, except as FTA determines otherwise in writing.*

Former section 5312(d)(5)(C)(i) of title 49, United States Code, requires the following Certifications for Low or No Emission Vehicle Deployment Program before awarding federal assistance appropriated or made available under MAP-21. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the Recipient's transit management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under former 49 U.S.C. § 5312(d)(5) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour to the following individuals:
  - a. Any senior,
  - b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and is unable to use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under this Program, it will comply with:
  - a. The applicable general provisions of 49 U.S.C. § 5323, and
  - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
  - a. It has informed or will inform the public of the amounts of its federal assistance available under this Program,
  - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities to be financed,
  - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
  - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
  - e. It has assured or will assure that its proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. § 5336, as amended by the FAST Act, with federally assisted transportation services supported by other federal sources,

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
- g. It has made or will make the final list of Projects for which an Award is sought available to the public.
7. With respect to the non-federal share:
  - a. It has or will have the amount of funds required for the non-federal share,
  - b. It will provide the non-federal share from sources approved by FTA, and
  - c. It will provide the non-federal share when needed.
8. It will comply with:
  - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
  - b. The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
9. It has a locally developed process to solicit and consider public comment before:
  - a. Raising a fare, or
  - b. Implementing a major reduction of public transportation service.
10. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

### **CATEGORY 14. URBANIZED AREA FORMULA GRANTS PROGRAMS AND PASSENGER FERRY GRANT PROGRAM.**

*Before FTA may provide federal assistance for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, which authorizes federal assistance for Job Access and Reverse Commute (JARC) activities, and the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), you must select the Certifications in Category 14, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 14 that does not apply will not be enforced.*

#### **14.A. Urbanized Area Formula Grants Program under the FAST Act.**

*If your Applicant seeks federal assistance from FTA for an Award financed under the Urbanized Area Formula Grants Program authorized under 49 U.S.C. § 5307, as amended by the FAST Act, the Certifications in Category 14.A apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications for the Urbanized Area Formula Grants Program under 49 U.S.C. § 5307, as amended by the FAST Act, are required by 49 U.S.C. § 5307(c)(1). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625,
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307 during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
  - a. Any senior,
  - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307, it will comply with:
  - a. The applicable general provisions of 49 U.S.C. § 5323, and
  - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. It has complied with or will comply with 49 U.S.C. § 5307(b) because:
  - a. It has made or will make available to the public information on the amounts of federal assistance available to it under 49 U.S.C. § 5307,
  - b. It has developed or will develop, in consultation with interested parties including private transportation providers, its proposed Program of Projects for activities for which federal assistance is sought,
  - c. It has published or will publish its proposed Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on its proposed Program of Projects and its performance as an Applicant or Recipient,
  - d. It has provided or will provide an opportunity for a public hearing to obtain the views of individuals on its proposed Program of Projects,
  - e. It has ensured or will ensure that its proposed Program of Projects provides for coordination of transportation services financed by FTA under 49 U.S.C. § 5336, as amended by the FAST Act, with transportation services supported by other Federal Government sources,
  - f. It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
  - g. It has made or will make its final Program of Projects available to the public.
7. As required by 49 U.S.C. § 5307(d):
  - a. It has or will have the amount of funds required for the non-federal share,
  - b. It will provide the non-federal share from sources approved by FTA, and
  - c. It will provide the non-federal share when needed.
8. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
  - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
9. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
  - a. Raising a fare, or
  - b. Implementing a major reduction of public transportation.
10. Each fiscal year:
  - a. It will assure that at least one (1) percent of the amount of federal assistance under 49 U.S.C. § 5307 apportioned to its urbanized area must be expended for Public Transportation Security activities as described in 49 U.S.C. § 5307(c)(1)(J)(i) including:
    - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
    - (2) Increased camera surveillance of an area in or adjacent to that system,
    - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
    - (4) Any other activity intended to increase the security and safety of an existing or planned public transportation system, or
  - b. The Designated Recipients in its urbanized area certify that such expenditures for Public Transportation Security activities are not necessary.
11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:
  - a. It will provide a report by the end of the fourth quarter of the preceding federal fiscal year that lists projects carried out in the preceding fiscal year under this section for associated transit improvements as defined in 49 U.S.C. § 5302, and
  - b. The report of its Associated Transit Improvements or related activities is or will be incorporated by reference and made part of its Certifications and Assurances.
12. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

### **14.B. Passenger Ferry Grant Program.**

*If your Applicant seeks federal assistance from FTA for an Award financed under the Passenger Ferry Grant Program authorized under 49 U.S.C. § 5307(h), as amended by the FAST Act, the Certifications in Category 14.B apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications for the Passenger Ferry Grant Program are required by 49 U.S.C. § 5307(c)(1) or (h). Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When using or involving a facility or equipment acquired or improved with federal assistance under 49 U.S.C. § 5307(h) during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
  - a. Any senior,
  - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
  - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
  - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
5. When carrying out a procurement under 49 U.S.C. § 5307(h), it will comply with:
  - a. The applicable general provisions of 49 U.S.C. § 5323, and
  - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
6. As required by 49 U.S.C. § 5307(d):
  - a. It has or will have the amount of funds required for the non-federal share,
  - b. It will provide the non-federal share from sources approved by FTA, and
  - c. It will provide the non-federal share when needed.
7. As required by 49 U.S.C. § 5307(c)(1)(H), it will comply with:
  - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
  - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
8. As required by 49 U.S.C. § 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
  - a. Raising a fare, or
  - b. Implementing a major reduction of public transportation service.
9. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

### **CATEGORY 15. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.**

*Before FTA may provide federal assistance for an Award financed under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized under 49 U.S.C. § 5310, as amended by the FAST Act, or the Pilot Program for Innovated Access and Mobility under Section 3006(b) of the FAST Act, you must select the Certifications in Category 15, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 15 that does not apply will not be enforced.*

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. § 5310. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
  - a. Each Subrecipient is:
    - (1) A private nonprofit organization, or
    - (2) A state or local governmental authority that:
      - (a) Is approved by a state to coordinate services for seniors and individuals with disabilities, or
      - (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.
  - b. Your Applicant will comply with the following selection and planning requirements:
    - (1) The Projects it has selected or will select for an Award or Subaward of federal assistance appropriated or made available under 49 U.S.C. § 5310 are included in a public transit-human services transportation plan that has been:
      - (a) Locally developed, and
      - (b) Coordinated.
    - (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
      - (a) Seniors,
      - (b) Individuals with disabilities,
      - (c) Representatives of public, private, and nonprofit transportation providers,
      - (d) Representatives of public, private, and nonprofit human services providers, and
      - (e) Other members of the public.
    - (3) Within its Award, the Projects selected to receive federal assistance will assist in providing transportation services for seniors and individuals with disabilities are included in its Program of Projects submitted to FTA annually.
    - (4) To the maximum extent feasible, the services financed by 49 U.S.C. § 5310 will be coordinated with transportation services financed by other federal departments and agencies, including any transportation activities carried out by a recipient of federal assistance from the Department of Health and Human Services.
  - c. As required by 49 U.S.C. § 5310(e)(2)(B), it certifies that if it allocates federal assistance received under 49 U.S.C. § 5310 to any Subrecipient, it will have allocated that federal assistance on a fair and equitable basis.
  - d. It will not transfer a facility or equipment acquired or improved with federal assistance appropriated or made available for a grant under 49 U.S.C. § 5310 to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, unless:
    - (1) The recipient possessing the facility or equipment consents to the transfer, and
    - (2) The facility or equipment will continue to be used as required under 49 U.S.C. § 5310.
  - e. As required by 49 U.S.C. § 5310(b)(2), it will use at least fifty-five (55) percent of the federal assistance it receives for Capital Projects to meet the special needs of seniors and individuals with disabilities.

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- f. The requirements of 49 U.S.C. § 5307, as determined by FTA, will apply to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program authorized by 49 U.S.C. § 5310.
2. FTA has determined that certain requirements of 49 U.S.C. § 5307 are appropriate for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, some of which require Certifications. Therefore, as specified under 49 U.S.C. § 5307(c)(1), your Applicant certifies that:
  - a. It has or will have and will require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
  - b. It has or will have and will require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award or Subaward.
  - c. It will maintain and will require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award or Subaward, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
  - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will require each Subrecipient to comply with:
    - (1) The applicable general provisions of 49 U.S.C. § 5323, and
    - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
  - e. With respect to the non-federal share:
    - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5310,
    - (2) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and
    - (3) It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
  - f. It has complied or will comply and will require each Subrecipient to comply with:
    - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
    - (2) The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.
  - g. To the extent applicable, it will and will require its Subrecipients to comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

### CATEGORY 16. RURAL AREAS AND APPALACHIAN DEVELOPMENT PROGRAMS.

*Before FTA may provide federal assistance for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311(b), as amended by FAST Act, and the Appalachian Development Public Transportation Assistance Program authorized under*

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

*49 U.S.C. § 5311(c)(2), as amended by FAST, you must select the Certifications in Category 16, except as FTA determines otherwise in writing.*

*Any provision of the Certifications and Assurances in Category 16 that does not apply will not be enforced.*

### **16.A. Formula Grants for Rural Areas Program.**

*If your Applicant seeks federal assistance from FTA for an Award financed under the Formula Grants for Rural Areas Program authorized under 49 U.S.C. § 5311, as amended by FAST Act, the Certifications in Category 16.A apply to your Applicant, except as FTA determines otherwise in writing.*

The following Certifications apply to each state or state organization serving as your Applicant for federal assistance appropriated or made available for the Rural Areas Formula Program financed under 49 U.S.C. § 5311(b), as amended by FAST Act. On its behalf, you certify and assure that:

1. It has or will have and require each Subrecipient to have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have and require each Subrecipient to have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain and require each Subrecipient to maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. It will and will require each Subrecipient to comply with applicable regulations and guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.
5. Its state program has provided for a fair distribution of federal assistance appropriated or made available under 49 U.S.C. § 5311(b) within the state to eligible entities, including Indian reservations.
6. Its program provides or will provide the maximum feasible coordination of federal assistance for public transportation service authorized by 49 U.S.C. § 5311(b) with transportation service financed by other federal sources.
7. Its Awards and Subawards in its Formula Grants for Rural Areas Program are included in:
  - a. The statewide transportation improvement program, and
  - b. To the extent applicable, a metropolitan transportation improvement program.
8. With respect to the non-federal share:
  - a. It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by former 49 U.S.C. § 5311(g),
  - b. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share from sources approved by FTA, and



## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- c. It will provide and, as necessary, will require each Subrecipient to provide the non-federal share when needed.
9. It may transfer a facility or equipment acquired or improved under its Award to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
  - a. The Recipient possessing the facility or equipment consents to the transfer, and
  - b. The facility or equipment will continue to be used as required under 49 U.S.C. § 5311.
10. Each fiscal year:
  - a. It will spend at least fifteen (15) percent of its federal assistance authorized under 49 U.S.C. § 5311 and available that fiscal year for eligible activities to develop and support intercity bus transportation within the state including:
    - (1) Planning and marketing for intercity bus transportation,
    - (2) Capital grants for intercity bus facilities,
    - (3) Joint-use facilities,
    - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration projects, and
    - (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
  - b. It will provide to FTA a Certification from the governor of the state that:
    - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the state, and
    - (2) The state's intercity bus service needs are being met adequately.

### **16.B. Appalachian Development Public Transportation Assistance Program.**

*If your Applicant seeks federal assistance from FTA for an Award financed under the Appalachian Development Public Transportation Assistance Program authorized under 49 U.S.C. § 5311(c)(2), the Certifications in Category 16.B apply to your Applicant, except as FTA determines otherwise in writing.*

On behalf of your Applicant, you certify and assure that, if it is unable to use its federal assistance made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. § 5311(c)(2)(D), it may use the federal assistance for a Highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.
4. It complies or will comply, to the extent applicable, with the recipient's transit asset management plan consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625, and
5. It complies or will comply, to the extent applicable, with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

### CATEGORY 17. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).

*Before FTA may provide federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), you must select the Certifications in Category 17, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 17 that does not apply will not be enforced.*

FTA has established terms and conditions for Tribal Transit Program grants financed with federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.4. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
4. With respect to its procurement system:
  - a. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 200, for Awards made on or after December 26, 2014,
  - b. It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
  - c. It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
5. It will comply with the Certifications, Assurances, and Agreements in:
  - a. Category 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
  - b. Category 05.B (Bus Testing),
  - c. Category 06 (Demand Responsive Service),
  - d. Category 07 (Intelligent Transportation Systems), and
  - e. Category 10 (Alcohol and Controlled Substances Testing).

## **FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES**

### **CATEGORY 18. STATE SAFETY OVERSIGHT GRANT PROGRAM.**

*Before FTA may provide federal assistance for an Award financed under the State Safety Oversight Grant Program authorized under 49 U.S.C. § 5329(e)(6), you must select the Certifications in Category 18, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 18 that does not apply will not be enforced.*

On behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the Recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. When carrying out a procurement under its Award, it will comply with:
  - a. The applicable general provisions of 49 U.S.C. § 5323, and
  - b. The applicable third party contract provisions of 49 U.S.C. § 5325.
5. As required by 49 U.S.C. § 5329(e)(6)(C):
  - a. It has or will have the amount of funds required for the non-federal share,
  - b. It will provide the non-federal share only from sources approved by FTA, and will not be met by:
    - (1) Any federal assistance,
    - (2) Any funds received from a public transportation agency, or
    - (3) Any revenues earned by a public transportation agency, and
  - c. Will provide the non-federal share when needed.
6. Depending on how far the Recipient has progressed in developing a State Safety Oversight program fully compliant with 49 C.F.R. part 674, the following FTA regulations will apply:
  - a. States With a Fully Compliant Program. The Recipient agrees that FTA regulations, "State Safety Oversight," 49 C.F.R. part 674, will apply when its State Safety Oversight program is fully compliant with FTA's requirements;
  - b. States Without a Fully Compliant Program. The Recipient agrees that FTA regulations, "Rail Fixed Guideway Systems; State Safety Oversight," 49 C.F.R. part 659, will continue to apply to those states that have not yet implemented a fully compliant Public Transportation Safety Program.

### **CATEGORY 19. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.**

*Before FTA may provide federal assistance for an Award financed under the Public Transportation Emergency Relief Program authorized under 49 U.S.C. § 5324, you must select the Certifications in Category 19, except as FTA determines otherwise in writing.*

*Any provision of the Assurance in Category 19 that does not apply will not be enforced.*

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

As required by 49 U.S.C. § 5324(d), on behalf of your Applicant, you assure that it will:

1. Comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for federal assistance appropriated or made available for the Public Transportation Emergency Relief Program, and
2. Comply with FTA regulations, "Emergency Relief," 49 C.F.R. part 602.

### **CATEGORY 20. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.**

*Before FTA may provide federal assistance for an Award financed under the Expedited Project Delivery Pilot Program authorized under section 3005(b) of the FAST Act, you must select the Certifications in Category 20, except as FTA determines otherwise in writing.*

*To the extent that any Certification in Category 20 does not apply, it will not be enforced.*

As required by section 3005(b)(3)(B) of the FAST Act, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
2. It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
3. It will maintain its equipment and facilities acquired or improved under its Award in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
4. It will comply with:
  - a. The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
  - b. The statewide and nonmetropolitan transportation planning requirements of 49 U.S.C. § 5304.

### **CATEGORY 21. INFRASTRUCTURE FINANCE PROGRAMS.**

*Before FTA may provide credit assistance for an Award that also is or will be financed under the Transportation Infrastructure Finance and Innovation Act (TIFIA) Program authorized under 23 U.S.C. §§ 601 – 609, or the State Infrastructure Banks (SIB) Program authorized under 23 U.S.C. § 610, you must select the Certifications in Category 21.*

*If the Applicant does not receive credit assistance under the TIFIA or SIB programs, the Certifications and Assurances in Category 21 will not be enforced.*

#### **21.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.**

*If your Applicant seeks federal assistance from FTA for an Award that also is or will be financed under the TIFIA Program authorized under 23 U.S.C. §§ 601 – 609 the Certifications and Assurances in Category 21.A apply to your Applicant. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.*

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. § 5323(o), that federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. §§ 601 – 609.

1. To comply with 49 U.S.C. §5307, specifically 49 U.S.C. § 5307(c)(1), on your Applicant's behalf, you certify that:
  - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
  - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
  - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
  - d. For transportation during non-peak hours and using or involving a facility or equipment of an Award financed using 49 U.S.C. § 5307 funds, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
    - (1) Any senior,
    - (2) Any individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
    - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
    - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
  - e. When carrying out a TIFIA-financed procurement, the Applicant will comply with:
    - (1) The applicable provisions of 49 U.S.C. § 5323, and
    - (2) The applicable provisions of 49 U.S.C. § 5325.
  - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
  - g.
    - (1) It has or will have no more than 80 percent of the Total Award Budget as the sum of all federal grants and any TIFIA-financed awards,
    - (2) It will provide the non-federal share from sources approved by FTA, and
    - (3) It will provide the non-federal share when needed.
  - h. It will comply with:
    - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
    - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
  - i. It has a locally developed process to solicit and consider public comment before:
    - (1) Raising a fare, or
    - (2) Implementing a major reduction of public transportation.
  - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329(b)-(d), except as FTA determines otherwise in writing.

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award that must be in compliance with those requirements unless:
  - a. It is eligible to receive federal assistance for those expenses, and
  - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*).
4. Pursuant to the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. § 5321 *et seq.*, the Project will qualify for an environmental categorical exclusion or receive a finding of no significant impact or a record of decision under NEPA before the Applicant undertakes activities for which it expects to receive federal assistance.
5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. § 5326(d).

### 21.B. State Infrastructure Banks (SIB) Program.

*If your Applicant is a state and seeks federal assistance from FTA for a project that also is or will be financed under the SIB Program authorized under 23 U.S.C. § 610, the Certifications and Assurances in Category 21.B apply to your state and its Award, except as the Secretary determines in writing. In administering this Program, the FAST Act cross-cutting requirements supersede inconsistent former requirements.*

On behalf of the state Applicant for federal assistance for its SIB Program, you certify and assure that:

1. It will comply with the following applicable federal laws establishing the various SIB Programs since 1995:
  - a. 23 U.S.C. § 610,
  - b. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or
  - c. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181.
2. It will comply with or follow the Grant Agreement between it and FTA that provides federal assistance to the SIB, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that, unless FTA determines otherwise in writing, a provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
  - a. 23 U.S.C. § 610, as amended by the FAST Act,
  - b. 23 U.S.C. § 610 or its predecessor before the FAST Act was signed into law,
  - c. Section 1511 of TEA-21, 23 U.S.C. § 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. § 181 note,
  - d. Federal guidance pertaining to the SIB Program,
  - e. The SIB Cooperative Agreement establishing the state's SIB Program,
  - f. The Grant Agreement with FTA.
3. As required by 49 U.S.C. § 5323(o), federal transit laws, specifically 49 U.S.C. § 5307, 49 U.S.C. § 5309, and 49 U.S.C. § 5337, as amended by the FAST Act, apply to any Award

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- under 49 U.S.C. chapter 53 that receives SIB support or financing under title 23, United States Code.
4. As required by 49 U.S.C. § 5323(o) and 49 U.S.C. § 5307(c)(1):
    - a. It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
    - b. It has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
    - c. It will maintain its equipment and facilities acquired or improved under its Award, in accordance with the recipient's transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR part 625.
    - d. When using or involving a facility or equipment acquired or improved with federal assistance under a SIB-financed Award during non-peak hours for transportation, it will charge a fare not exceeding fifty (50) percent of the peak hour fare to the following individuals:
      - (1) Any senior,
      - (2) Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), is unable to use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
      - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. § 401 *et seq.*), and
      - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. § 1395 *et seq.*).
    - e. When carrying out a procurement under a SIB-financed Award, it will comply with:
      - (1) The applicable general provisions of 49 U.S.C. § 5323, and
      - (2) The applicable third party contract provisions of 49 U.S.C. § 5325.
    - f. It has complied with or will comply with 49 U.S.C. § 5307(b).
    - g. It has or will have or provide:
      - (1) The amount of funds required for the non-federal share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
      - (2) The non-federal share from sources approved by FTA, and
      - (3) The non-federal share when needed.
    - h. It will comply with:
      - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
      - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
    - i. It has a locally developed process to solicit and consider public comment before:
      - (1) Raising a fare, or
      - (2) Implementing a major reduction of public transportation.
    - j. It will comply with applicable regulations, guidance, and directives that implement the Public Transportation Safety Program provisions of § 5329(b)-(d), except as FTA determines otherwise in writing.
  5. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest or any other financing costs incurred in connection with its Award unless:
    - a. It is eligible to receive federal assistance for those expenses, and

## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, as FTA may require.
6. It agrees that it will adopt a transit asset management plan that complies with FTA regulations, "Transit Asset Management," 49 CFR part 625.

### CATEGORY 22. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

*Before FTA may provide federal assistance for an Award financed under the Paul S. Sarbanes Transit in Parks Program authorized under former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year, except as superseded by FAST Act requirements, you must select the Certifications in Category 22, except as FTA determines otherwise in writing.*

*Any provision of the Certifications and Assurances in Category 22 that does not apply will not be enforced.*

1. Except as superseded by the FAST Act cross-cutting requirements, the following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. § 5320, in effect in FY 2012 or a previous fiscal year. Therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
  - a. It will consult with the appropriate federal land management agency during the planning process, and
  - b. The requirements of former 49 U.S.C. § 5307, as determined by FTA, will apply to the Parks Program authorized by former 49 U.S.C. § 5320.
2. FTA has determined certain requirements of former 49 U.S.C. § 5307 to be appropriate for the Parks Program, of which some require Certifications. Therefore, as specified under former 49 U.S.C. § 5307(d)(1), except as superseded by the FAST Act cross-cutting requirements that apply, you certify that your Applicant:
  - a. Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
  - b. Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
  - c. Will maintain its equipment and facilities acquired or improved under its Award.
  - d. When carrying out a procurement under former 49 U.S.C. § 5320, it will comply and will require each Subrecipient to comply with the following provisions:
    - (1) Competitive procurement (as defined or approved by FTA) requirements of 49 U.S.C. § 5325(a),
    - (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. § 5323(h),
    - (3) "Buy America" requirements under 49 U.S.C. § 5323(j), as amended by the FAST Act, and FTA regulations, "Buy America Requirements," 49 CFR part 661,
    - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. § 5323(m),
    - (5) Applicable railcar option restrictions of 49 U.S.C. § 5325(e), and
    - (6) "Veterans Preference/Employment" requirements under 49 U.S.C. § 5325(k).
  - e. It will comply with other applicable requirements under 49 U.S.C. § 5323 and § 5325.



## FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

- f. It has complied or will comply with the requirements of former 49 U.S.C. § 5307(c), and specifically:
  - (1) It has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. § 5320, and the Projects it proposes to implement under its Award,
  - (2) It has developed or will develop, in consultation with interested parties including private transportation providers, Projects to be financed under its Award,
  - (3) It has published or will publish a list of proposed Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed Projects and submit comments on the proposed Projects and its performance,
  - (4) It has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
  - (5) It has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
  - (6) It has made or will make the final list of Projects for which an Award is sought available to the public.
- g. With respect to the non-federal share:
  - (1) It has or will have and, as necessary, will require each Subrecipient to have the amount of funds required for the non-federal share, as required by 49 U.S.C. § 5320,
  - (2) It will provide the non-federal share from sources approved by FTA, and
  - (3) It will provide the non-federal share when needed.
- h. It has complied or will comply with and will require each Subrecipient to comply with:
  - (1) The metropolitan transportation planning requirements of 49 U.S.C. § 5303, and
  - (2) The statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304.
- i. It has a locally developed process to solicit and consider public comment before:
  - (1) Raising a fare, or
  - (2) Implementing a major reduction of public transportation.

### CATEGORY 23. CONSTRUCTION HIRING PREFERENCES.

*Before FTA may provide federal assistance for a third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C. using a geographic, economic, or any other hiring preference not otherwise authorized by federal law or regulation, you must select the Certifications in Category 23 on behalf of your Applicant, except as FTA determines otherwise in writing.*

*Any provision of the Certifications in Category 23 that does not apply will not be enforced.*

As provided by section 192 of division L, title I of the Consolidated Appropriations Act, 2017, Public Law No. 114-113, on behalf of your Applicant, you certify that if, in connection with any third party contract for construction hiring financed under title 49 U.S.C. or title 23 U.S.C., it uses a geographic, economic, or any other hiring preference not otherwise authorized by law or prohibited under 2 CFR § 200.319(b):

## **FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES**

1. Except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the third party contract requires resides in the jurisdiction where the work will be performed,,
2. It will include appropriate provisions in its bid document ensuring that its third party contractor(s) do not displace any of its existing employees in order to satisfy such hiring preference, and
3. That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

Selection and Signature Page(s) follow.

**FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES**

**FEDERAL FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES FOR  
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**  
(Signature pages alternative to providing Certifications and Assurances in TrAMS)

Name of Applicant: Centralina Council of Governments

The Applicant agrees to comply with applicable provisions of (Categories 01 – 23.  **OR**

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

<u>Category</u>	<u>Description</u>	
01.	Required Certifications and Assurances for Each Applicant.	_____
02.	Lobbying.	_____
03.	Procurement and Procurement Systems.	_____
04.	Private Sector Protections.	_____
05.	Rolling Stock Reviews and Bus Testing.	_____
06.	Demand Responsive Service.	_____
07.	Intelligent Transportation Systems.	_____
08.	Interest and Financing Costs and Acquisition of Capital Assets by Lease.	_____
09.	Transit Asset Management Plan, Public Transportation Safety Program, and State Safety Oversight Requirements.	_____
10.	Alcohol and Controlled Substances Testing.	_____
11.	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity Improvement).	_____
12.	State of Good Repair Program.	_____
13.	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	_____
14.	Urbanized Area Formula Grants Programs and Passenger Ferry Grant Program.	_____
15.	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	_____
16.	Rural Areas and Appalachian Development Programs.	_____
17.	Tribal Transit Programs (Public Transportation on Indian Reservations Programs).	_____
18.	State Safety Oversight Grant Program.	_____
19.	Public Transportation Emergency Relief Program.	_____
20.	Expedited Project Delivery Pilot Program.	_____
21.	Infrastructure Finance Programs.	_____
22.	Paul S. Sarbanes Transit in Parks Program.	_____
23.	Construction Hiring Preferences.	_____

FTA FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES

FEDERAL FISCAL YEAR 2017 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for federal assistance to be awarded by FTA and all FTA Grantees with an active Capital or Formula Award)

AFFIRMATION OF APPLICANT

Name of the Applicant: Centralina Council of Governments
Name and Relationship of the Authorized Representative: Jim Prosser, CCOG Executive Director

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2017, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek federal assistance to be awarded during federal fiscal year 2017.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: [Signature] Date: 9/12/17
Name: Executive Director
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant):

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature: [Signature] Date: 10/4/2017
Name: William A. McNAIR
Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA and each FTA Recipient with an active Capital or Formula Project or Award must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

VENDOR INFORMATION FORM  
CITY OF CONCORD



Purchasing Department, Division of Finance Department  
850 Warren C. Coleman Blvd. South  
P. O. Box 308  
Concord, NC 28026-0308  
Phone: 704-920-5441 Fax: 704-785-8856  
[www.concordnc.gov](http://www.concordnc.gov) (INFORMATION AND CONTACTS)

NOTE: COMPLETION OF THIS FORM IS NECESSARY TO ESTABLISH A VENDOR NUMBER WITHIN OUR SYSTEM, AND FOR ANY FUTURE PAYMENTS, CONTRACTING, ETC. THE W9 MUST ALSO BE COMPLETED AND SUBMITTED. THIS FORM IS ALSO FOR VENDOR INFORMATION UPDATES.

(AS SHOWN ON IRS TAX FORM)

LEGAL NAME OF COMPANY/CORPORATION: Centralina Council of Governments  
SOLE PROPRIETOR NAME \_\_\_\_\_  
DBA/DOING BUSINESS AS (IF DIFFERENT FROM LEGAL NAME) \_\_\_\_\_

ARE YOU A NORTH CAROLINA CORPORATION? YES \_\_\_\_\_ NO  ARE YOU REGISTERED TO DO BUSINESS IN NORTH CAROLINA? YES  NO \_\_\_\_\_

FEDERAL TAX ID# 560930373 SOCIAL SECURITY # IF INDIVIDUAL/SOLE PROPRIETOR \_\_\_\_\_  
NOTE: NUMBER PROVIDED MUST MATCH YOUR TAX REPORTING NAME

QUOTATION ADDRESS: 9815 David Taylor Dr., Ste. 100 Charlotte COUNTY Mecklenburg  
MAILING ADDRESS (PURCHASE ORDERS) 9815 David Taylor Dr., Ste. 100, Charlotte NC 28262  
REMITTANCE ADDRESS Same As Above

INVOICE PAYMENT TERMS 30 Days TERM DISCOUNT? IF YES, EXPLAIN \_\_\_\_\_

MANAGER: Marsha Sutton PHONE: 704-348-2716 FAX: \_\_\_\_\_

SALES REPRESENTATIVE: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CONTACT PERSON: Kathleen Pratt PHONE: 704-348-2738 FAX: 704-899-5835

ACCOUNTS RECEIVABLE CONTACT: Tisha Steen PHONE: 704-348-2727 FAX: 899-5804

NOTE: FOR ELECTRONIC PAYMENTS, EFT FORM IS ON WEB SITE OR CONTACT FINANCE:  
<http://www.concordnc.gov/Departments/Finance/Accounts-Payable> FOR MORE INFORMATION

TYPE OF PRODUCT OR SERVICES PROVIDED: Consultant

FOR CITY USE BELOW:

CITY DEPARTMENT CONTACT: \_\_\_\_\_ DATE: \_\_\_\_\_

RECEIVED IN PURCHASING BY: \_\_\_\_\_ DATE: \_\_\_\_\_

VENDOR NUMBER ASSIGNED: \_\_\_\_\_

NOTES OR COMMENTS: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Centralina Council of Governments</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Local Government</b>		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>Applies to accounts maintained outside the U.S.</small>
	5 Address (number, street, and apt. or suite no.) <b>9815 David Taylor Drive, Suite 100</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>Charlotte, NC 28262</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

--	--	--	--	--	--	--	--	--	--	--	--

or

**Employer identification number**

5	6	-	0	9	3	0	3	7	3
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**

Signature of U.S. person ▶		Date ▶	7/10/17
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-7 (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' shares of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.