February 6, 2018

TO: Commissioners, Director and Deputy Directors

FROM: Tom Ferch, Transportation Funding Coordinator

SUBJECT: Federal Transit Administration (FTA) Sub-recipient Agreement with Valley Regional Transit (VRT) for Commuteride Van Replacement KN 20173– FY2017

February 14, 2018 Commission Meeting – Consent Agenda

Executive Summary
This Sub-recipient Agreement with VRT for $292,000 in FTA funds sets out the responsibilities of the parties in the purchase of Commuteride replacement vans with FY2017 5307 Large Urban FTA funds. The Sub-recipient Agreement must be signed by ACHD.

Facts & Findings
The funding for KN 20173 was originally 2017 STP-TMA funds. A Cooperative Agreement for KN 20173 (STP-TMA) was approved by the ACHD Commission on January 25, 2017. The process to obligate the funds placed the agreement in the Idaho Federal Highway Administration (FHWA) office. Subsequently the Idaho FHWA stated their preference that all FHWA funds being used to purchase rolling stock be administered by FTA. The process of transferring the funds to FTA was administered by VRT, and required several months for FTA approvals. The funds were successfully transferred and obligate by FTA, and all but $5,317 of funding was drawn down by ACHD for vans that were purchased on March 28, 2017. The drafting of a sub-recipient agreement with VRT, appropriate for FTA funding, was neglected and is only now being presented to the Commission.

This funding contributed towards the purchase thirteen 12 passenger vans that replaced existing Commuteride vehicles that were, according to federal requirements, beyond their useful life. The funding for the full purchase of thirteen vans was a combination of this grant, other federal funds and budgeted local funds. Commuteride uses these vans to help fulfill the Transportation Demand Management (TDM) needs of the Treasure Valley.

Fiscal Implications
Funding is from the FTA, but requires the original STP-TMA local match of 7.34%, or $24,000, which came from non-federal sources.

Policy Implications
By signing this Sub-recipient Agreement, ACHD continues its policy of seeking outside funding sources to supplement general funds, and ACHD’s support of the Commuteride’s vanpool capital program. The number of vans purchased, based on available funding, required extending the useful life of some existing vans beyond the 7 year period, which exceeds current policy. This project was included in the FY 2017-2021 Integrated Five Year Work Plan, adopted October 26, 2016. ACHD’s Legal Department has reviewed and approved this agreement.

Alternatives
1. Approve the Subrecipient Agreement between ACHD and VRT. Authorize Commission President to sign.
2. Direct staff to renegotiate the terms of this Subrecipient Agreement with VRT.

Recommendation
Approve the Subrecipient Agreement. Authorize Commission President to sign the Subrecipient Agreement.


CC: Project File, Planning and Projects Files, Central File
Grant Project
Funding Agreement
KN20173

Valley Regional Transit
700 NE 2nd Street
Meridian, ID 83642
www.valleyregionaltransit.org
Funding Program | STP to 5307 LU
---|---
Term of Grant | October 1, 2016-September 30, 2017
Agreement Total (Federal) | $292,000

| Subrecipient Organization Name | Ada County Highway District (Commuteride) |
| Subrecipient Director or Equivalent | Sarah M. Baker |
| Subrecipient Address | 5714 Fairview Ave, Boise, ID 83706 |
| Subrecipient Phone | 208-387-6110 |
| Subrecipient E-mail | sbaker@achdidaho.org |

**Scope of Work:**

STP to 5307 LU funding for the purchase 15 passenger vans for Commuteride’s van pool. These vehicles will serve Ada County and the Boise TMA. (KN 20173)

Match Ratio: 92.66:7.34

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**Responsible Individuals Signatures of Agreement**

This Agreement, together with the Attachments, and documents incorporated herein by reference, set forth the entire Agreement between the parties with respect to the subject matter. There are no understandings, agreements, amendments, or representations, oral or written, not specified herein.

**Authorized Signature for Subrecipient:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarah M. Baker</td>
<td>ACHD Commission President</td>
<td>208-387-6110</td>
<td><a href="mailto:sbaker@achdidaho.org">sbaker@achdidaho.org</a></td>
</tr>
</tbody>
</table>

Signature and Date:

**Authorized Signature for VRT:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kelli Badesheim</td>
<td>Executive Director</td>
<td>208-258-2712</td>
<td><a href="mailto:Kbadesheim@valleyregionaltransit.org">Kbadesheim@valleyregionaltransit.org</a></td>
</tr>
</tbody>
</table>

Signature and Date:
SUBRECIPIENT AGREEMENT BY AND BETWEEN VALLEY REGIONAL TRANSIT AND ADA COUNTY HIGHWAY DISTRICT

This Subrecipient Agreement is entered into by and between Valley Regional Transit, the regional transportation authority for Ada and Canyon Counties (“AUTHORITY”), and Ada County Highway District (“SUBRECIPIENT”). This Subrecipient Agreement is effective as of the Effective Date (defined below).

RECITALS

A. AUTHORITY enters into this Subrecipient Agreement pursuant to authority granted to it in Title 40, Chapter 21, Idaho Code.

B. SUBRECIPIENT enters into this Subrecipient Agreement pursuant to authority granted to it in the Idaho Constitution and the general laws, including Idaho Code 33-4005.

C. AUTHORITY, as the designated recipient of Federal Transit Administration (“FTA”) grant funds, administers remaining grant funds, if any (“FTA Remaining Funds”), and provides FTA Remaining Funds for reimbursement or payment to eligible subrecipients for public transportation projects, programs, services or capital items.

D. SUBRECIPIENT has applied for and received approval from all applicable local agencies (including, without limitation, the Community Planning Association of Southwest Idaho (“COMPASS”) and the Idaho Transportation Department (“ITD”)) to be reimbursed from available FTA Remaining Funds by AUTHORITY for SUBRECIPIENT’S direct purchase, pursuant to SUBRECIPIENT’S self-administered procurement of those certain public transportation vehicles or related items listed on Attachment A, attached hereto and made a part hereof, pursuant to the Budget therefor, attached hereto as Attachment B and made a part hereof.

E. AUTHORITY and SUBRECIPIENT desire to set forth the terms and conditions of their agreement regarding SUBRECIPIENT’S reimbursement from AUTHORITY utilizing FTA Remaining Funds for SUBRECIPIENT’S purchase of the Commuteride vans or Rideshare platform to be used in public transportation.

AGREEMENT

NOW, THEREFORE, the parties do mutually agree as follows:

1. SUBRECIPIENT is purchasing those certain public transportation vehicles or related items listed on Attachment A, pursuant to SUBRECIPIENT’S self-administered procurement, which shall be in compliance with applicable federal procurement requirements and any additional procurement requirements imposed by state and local laws.

2. FUNDING.

2.1 From FTA Remaining Funds, AUTHORITY will reimburse [or pay] SUBRECIPIENT following the Cost/Billing Procedure set forth in Attachment C, attached hereto and made a part hereof.

2.2 In no event shall reimbursement [or payment] from FTA Remaining Funds exceed $292,000; reimbursement [or payment] will be made only from FTA Remaining Funds; and any Budget overages shall
be the sole responsibility of Subrecipient (with any such overages being in compliance with all FTA or other applicable federal rules and regulations).

2.3 This Subrecipient Agreement shall in no way or manner be construed so as to bind or obligate AUTHORITY, the federal government, or the State of Idaho, it being acknowledged and agreed that all funding provided to SUBRECIPIENT under this Subrecipient Agreement is subject to (i) the availability of appropriated funds and (ii) SUBRECIPIENT’S continued performance under the terms and conditions of this Subrecipient Agreement. Without limitation on the foregoing, all funding is contingent upon the availability of funds and/or continued authorization of project or program activities. Further, changes in legislation may require modification to this Subrecipient Agreement in project, program and/or funding and any such changes may be incorporated into this Subrecipient Agreement. It is understood that AUTHORITY has the right to terminate or otherwise modify this Subrecipient Agreement if either funding or its authorization is terminated.

3. **FTA FUNDING; FTA REIMBURSEMENT; DISPOSITION; TERMINATION.** Because FTA funds will be used by AUTHORITY in reimbursement [payment] of costs incurred by SUBRECIPIENT in its purchase of the public transportation vehicles or related items, such vehicles/items will be, as referred to in FTA parlance, “FTA assisted property” and the following provisions shall therefore apply:

a. Upon any proposed sale, disposal or transfer by SUBRECIPIENT of any of the vehicles acquired pursuant to this Subrecipient Agreement, there will be a component of FTA funding and its accompanying requirement of a proportionate reimbursement of any remaining Federal interest in FTA assisted property that will need to be considered. The “useful life” of the FTA assisted property will need to be determined and a value ascribed thereto. If there is a remaining Federal interest, there may then arise an obligation on the part of SUBRECIPIENT to reimburse FTA. The determination of the useful life of property and the value thereof shall be determined in accordance with FTA standards and procedures. Prior to such determination of value, AUTHORITY shall communicate with the appropriate FTA regional office to seek guidance and advice as to applicable FTA standards and procedures and whether any reimbursement of FTA is required under the circumstances.

b. Upon any termination of this Subrecipient Agreement, essentially the same procedure set forth in the immediately preceding subparagraph a. shall be followed with respect to such termination. There shall be compliance with applicable FTA rules and regulations regarding the required reimbursement, if any, for any remaining Federal interest in FTA assisted property, and the Subrecipient shall be responsible for the cost of any FTA reimbursement as required under the circumstances.

c. Upon any termination of this Subrecipient Agreement, when FTA reimbursement required under the circumstances, if any, has been made or provided for to the satisfaction of FTA, the parties shall execute a mutually acceptable termination of this Subrecipient Agreement.

4. **SALE, DISPOSAL OR TRANSFER OF VEHICLES.** Subject to Section 3 above, in the event that SUBRECIPIENT wishes to sale, dispose of or transfer any of the vehicles acquired under this Subrecipient Agreement, SUBRECIPIENT shall prior contact AUTHORITY and they shall cooperate in determining required compliance with applicable FTA laws, rules, regulations and polices (for example, FTA enabling legislation, DOT Common Grant Rules, FTA Grant Management and Third Party Contracting Circulars, and the FTA Master Agreement). It is agreed that if AUTHORITY is interested in obtaining any of the vehicles, the parties first shall endeavor to cause the same to be transferred to AUTHORITY without fee or cost charged to AUTHORITY by
SUBRECIPIENT. Any vehicle that Authority is not interested in obtaining may otherwise be sold, disposed of or transferred subject to the other applicable provisions of this Section 4, Section 3 above, and this Subrecipient Agreement generally.

5. GENERAL. SUBRECIPIENT shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state or local government, and any agency thereof (collectively, “Government”), which relate to or in any manner affect the performance of this Subrecipient Agreement, including, without limitation, the current Federal Transit Administration Master Agreement and Circular 4220.1F, as may be amended, which are incorporated herein by this reference thereto, and which shall govern this Subrecipient Agreement, except as otherwise specifically provided herein. Those requirements imposed upon AUTHORITY as “grantee” or “recipient” are hereby imposed upon SUBRECIPIENT, and those rights reserved by FTA or Government are hereby reserved by AUTHORITY. Alteration of the terms of this Subrecipient Agreement may only be made by a joint memorandum directing the change and signed by both AUTHORITY and SUBRECIPIENT.

6. PERFORMANCE. The failure of AUTHORITY to require strict performance of any term or condition of this Subrecipient Agreement, or to exercise any option herein, in any instance, shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect, unless there is a prior written waiver by AUTHORITY.

7. FISCAL RECORDS. SUBRECIPIENT agrees to maintain, according to generally accepted accounting procedures, all fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Subrecipient Agreement. These records shall be available for and subject to inspection, review or audit and copying by AUTHORITY and other personnel duly authorized by AUTHORITY or by federal inspectors or auditors at all reasonable times, at either SUBRECIPIENT’s principal place of business or upon premises designated by AUTHORITY. Failure to follow acceptable accounting procedures may result in termination of this Subrecipient Agreement and reimbursement of funds to AUTHORITY.

8. MAINTENANCE OF RECORDS. SUBRECIPIENT shall maintain all records and documents relevant to this Subrecipient Agreement for a minimum of five (5) years after notice of grant closeout. AUTHORITY, and any persons duly authorized by AUTHORITY, shall have full access to and the rights to inspect, review, and audit any record or document during the retention period. If an audit, litigation or other action involving records is initiated before the five (5) year period has expired, the records must be retained until all issues arising out of such action are resolved.

9. MONITORING. SUBRECIPIENT shall be monitored on a frequency to be determined by AUTHORITY and the project or program shall be periodically reviewed. The results of this project or program review may be used with other information to evaluate SUBRECIPIENT’s purchase of vehicles as funded by this Subrecipient Agreement.

10. INDEMNIFICATION BY SUBRECIPIENT. To the extent permitted by law, SUBRECIPIENT shall indemnify, defend, protect and hold harmless the State of Idaho and AUTHORITY, its officers, agents and employees, for, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of SUBRECIPIENT caused by or arising out of SUBRECIPIENT’s performance, act, or omission of any term of this Subrecipient Agreement. If the liability of SUBRECIPIENT
is limited by the Idaho Tort Claims Act (Idaho Code §§ 6-901 et seq.), nothing in this provision shall extend SUBRECIPIENT’s indemnification obligation beyond the liability of SUBRECIPIENT provided by said Act. Further, nothing in this Subrecipient Agreement is intended, nor may it be construed to increase the limits of liability of AUTHORITY as capped by said Act, if applicable, or to otherwise lessen the protections afforded AUTHORITY under said Act.

11. **INDEPENDENT CONTRACTOR STATUS.** As an independent contractor, SUBRECIPIENT is responsible for all employee-related benefits, such as paid leaves and health insurance, and withholding and payment of F.I.C.A., F.U.T.A., and income taxes for federal and state purposes. AUTHORITY shall not be responsible for those employee-related benefits and tax items, and to the extent permitted by law, SUBRECIPIENT shall indemnify, defend, protect and hold harmless the State of Idaho and AUTHORITY, its officers, agents and employees, for, from and against any liability, cost or expense, including any interest, penalties and attorney's fees, that may be connected with SUBRECIPIENT's failure to provide or pay such items.

12. **CONFIDENTIALITY.** It is expressly acknowledged and agreed that SUBRECIPIENT shall observe all applicable confidentiality of information provisions of the Idaho Code, and pertinent state and federal rules and regulations. Further, SUBRECIPIENT acknowledges that pursuant to Idaho Code, information or documents received from SUBRECIPIENT may be open to public inspection and copying unless exempt.

13. **NONDISCRIMINATION.** SUBRECIPIENT hereby agrees to provide all services funded through or affected by this Subrecipient Agreement without discrimination on the basis of race, color, national origin, sex, age, religion or physical/mental impairment, and to comply with all relevant state and federal laws regarding anti-discrimination.

14. **LOBBYING.**

a. **Influence.** SUBRECIPIENT certifies that none of the funds provided by this Subrecipient Agreement have been paid or will be paid by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with the awarding, continuation, renewal, amendment, or modification of this Agreement and any other contract, loan or cooperative agreement.

b. **Standard Form LLL.** If any funds, other than funds provided by this Subrecipient Agreement, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with this Subrecipient Agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions, and a copy of Standard Form LLL to AUTHORITY. Standard Form LLL is available at this website:


c. **False Statement.** SUBRECIPIENT understands that a false statement regarding the lobbying certification may be grounds for rejection or termination of this Subrecipient Agreement, and that SUBRECIPIENT’s signature upon this Subrecipient Agreement is a material representation of fact upon which reliance was placed when this Subrecipient Agreement was made or entered into. In addition, under Section 1352, Title 31 U.S. Code, a false statement shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such false statement.
15. **AUDIT.** SUBRECIPIENT must comply with the terms of all federal and state audit requirements. Without limitation on the foregoing, SUBRECIPIENT shall provide external independent auditing services to include the conduct of an annual organization-wide audit in accordance with Generally Accepted Auditing Standards (GAGAS) for financial and compliance audits in accordance with the Office of Management and Budget (OMB) Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”, and any revision or supplement thereto. The audit and review requirements of the foregoing are subject to change, and it is the responsibility of SUBRECIPIENT to be current with respect to same. SUBRECIPIENT shall annually submit to AUTHORITY one (1) copy of its audit completed in accordance with the above-described single audit requirements within thirty (30) days after completion of the audit, but not later than one (1) year after the end of the audit period.

16. **TERMINATION FOR CONVENIENCE.** Either AUTHORITY or SUBRECIPIENT may terminate this Subrecipient Agreement at any time without cause upon at least thirty (30) calendar days' prior written notice to the other party specifying the date of termination. The obligations and liabilities of the parties shall cease upon the date of termination, except for accrued liabilities (defined as those obligations or liabilities, actual or contingent, arising prior to the date of such termination) which shall be honored. Upon termination AUTHORITY and SUBRECIPIENT shall determine the amount of compensation, if any, to be paid by SUBRECIPIENT to AUTHORITY in order to avoid any liability that AUTHORITY may have to FTA or others. All disposition of equipment due to project or program termination shall be in accordance with instruction from AUTHORITY.

17. **THIRD PARTY CONTRACTING.** If a federal or state audit indicates that payments to a third party contractor fail to comply with applicable federal or state laws, rules or regulations, SUBRECIPIENT shall refund and pay to AUTHORITY any compensation paid to the contractor arising from such noncompliance, plus costs, including audit costs.

18. **LIABILITY INSURANCE.** SUBRECIPIENT shall have a liability insurance policy in effect at all times during the term of this Subrecipient Agreement. The policy shall cover all damage arising out of personal injury to or destruction of property in any one occurrence on any revenue vehicle not covered by 49 CFR Part 387.

   a. The policy shall provide not less than $500,000 in policy limits per incident and shall name AUTHORITY as an additional named insured for the public liability portion of the policy.

   b. The policy shall name AUTHORITY as "loss payee" of the property damage portion of the policy.

The insurance policy required of SUBRECIPIENT may be provided under a program of self-insurance provided such policy otherwise complies with the requirements of this Subrecipient Agreement, the requirements of the current Federal Transit Administration Master Agreement and applicable Circulars, as may be amended, and any insurance requirements normally imposed by applicable state and local laws, ordinances and regulations, except as FTA determines otherwise is writing. If SUBRECIPIENT provides such insurance under a program of self-insurance, SUBRECIPIENT shall deliver to AUTHORITY a “Certificate of Self-Insurance” evidencing that (i) SUBRECIPIENT is insured under such program, (ii) SUBRECIPIENT has established a reserve fund that satisfies the minimum requirements set forth set forth herein for the payment of claims, (iii) the indemnification obligations of SUBRECIPIENT under this Subrecipient Agreement continue unaffected by such self-insurance, and (iv) the policy otherwise complies with the requirements for insurance as set forth
herein. Expenses such as indirect cost or payments to a self-insurance fund must be documented appropriately.

19. **COMMON RULE.** SUBRECIPIENT will follow the “Common Rule” FTA C 5010:

20. **OFFICE OF MANAGEMENT AND BUDGET CIRCULAR.** SUBRECIPIENT’s operation will comply with the applicable Office of Management and Budget Circulars:
   2 CFR230 (OMB Circular A-122) Cost Principles for Non-Profit Organizations
   2 CFR225 (OMB Circular A-87) Cost Principle for State Local and Indian Tribal Governments

21. **FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA).** SUBRECIPIENTS who cross state lines shall abide by the FMCSA insurance requirements and is required to have security for the required minimum limits as follows:
   a. Any vehicle designed or used to transport more than 8 passengers (including the driver): $1,500,000
   b. Any vehicle with a seating capacity of 16 passengers or more: $5,000,000.

22. **PROCUREMENT REQUIREMENTS.** SUBRECIPIENT will follow the following procurement guidelines:
   a. **Micro Purchase:** $1-$3,500 - **Follow FTA procurement rules.** SUBRECIPIENT may acquire property and services valued at less than $3,500 without obtaining competitive quotations. SUBRECIPIENT shall maintain documentation reflecting that the price paid was fair and reasonable. Note: Davis-Bacon prevailing wage requirements will apply to construction contracts exceeding $2,000.
   b. **Small Purchase:** $3,501-$9,999 - **Follow FTA procurement rules.** SUBRECIPIENT may acquire property and services valued at $3,501-$9,999 by obtaining 3 or more price or rate quotations. SUBRECIPIENT shall maintain documentation reflecting that the price paid was fair and reasonable.
   c. **Small Purchase:** $10,001-$99,999 - **Follow FTA/State procurement rules.** SUBRECIPIENT may acquire property and services valued at $10,000-$99,999 by following the State Request for Quote (RFQ) process detailed in IDAPA 38.05.01.044.
   d. **Large Purchase:** $100,000 and up **Follow FTA/State procurement rules.** SUBRECIPIENT may acquire property and services valued at $100,000 or more by following the FTA/State Request for Bid (RFB) process detailed in IDAPA 38.05.01.044. Sealed bids are required. (See Buy America Federal Requirements #23)

Purchase threshold amounts are cumulative and include option years. SUBRECIPIENTS may not divide or reduce purchases to fall within a preferred purchase threshold. Where state procurement rules are to be followed there are also mandatory federal clauses that must be included in bids and resulting contracts. Refer to the following documents for compliance on purchase procedures:

Idaho Administrative Code, Rules of the Division of Purchasing (IDAPA 38.05.01.):
Certified Disadvantage Business Enterprises. Use the DBE Directory and include any eligible DBE in your solicitations: http://www.itd.idaho.gov/civil/dbeforms.htm


FTA’s third party procurement (C4220.1F) resource: http://www.fta.dot.gov/about/13057.html

The foregoing guidelines are subject to change, and it is the responsibility of SUBRECIPIENT to be current with respect to same.

23. **Buy America.** For purchases over $150,000, the Subrecipient agrees to comply with 49 CFR Parts 661 and 663, which provide that Federal funds may not be obligated unless 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. In regards to the purchase of vehicles, all materials and supplies purchased with these funds, will be manufactured in the United States and have:

- FY 16 & FY17: more than 60% domestic content
- FY18 & FY19: more than 65% domestic content
- FY20 & beyond: more than 70% domestic content

The Subrecipient will provide the appropriate certification to verify this.


24. **Intelligent Transportation System (ITS) Architecture:** If this grant will be used to fully or partially fund acquisition of individual or systems of technologies that support ITS user services as defined in the "National ITS Architecture," the Subrecipient assures it will comply and require its contractors and its subrecipients to comply with all applicable requirements imposed by Section V Regional ITS Architecture and Section VI Project Implementation of the FTA National ITS Architecture Policy on Transit Projects to the extent required by FTA and VRT.

http://www.ops.fhwa.dot.gov/its_arch_imp/policy.htm

25. **FTA CERTIFICATIONS AND ASSURANCES, CIVIL RIGHTS AND FFATA.** SUBRECIPIENT certifies and assures that it will comply with the applicable portions of Attachment C (FTA Certifications and Assurances), Attachment D (FTA Civil Rights), and Attachment F (Federal Funding Accountability and Transparency), attached hereto and made a part hereof. It shall be the responsibility of SUBRECIPIENT to be current with respect to all of the foregoing.

26. **REMEDIES UPON FAILURE TO FOLLOW CONTRACT REQUIREMENTS.** In addition to any other remedies available by law or equity to AUTHORITY, SUBRECIPIENT understands and agrees that should it fail to follow requirements set forth in this Subrecipient Agreement, including all attachments hereto, AUTHORITY, following written notice of termination as provided in Section 16 above and written demand, shall have the right to levy upon, seize and dispose of any property purchased with funds provided to SUBRECIPIENT through this Subrecipient Agreement, regardless of the location of such property. SUBRECIPIENT
understands and agrees that should it refuse to allow AUTHORITY to seize such property, that SUBRECIPIENT agrees to the entry of a judgment against SUBRECIPIENT for the amount of funds paid to it to purchase said property, along with attorney fees, litigation costs and interest at the legally specified rate.

27. **ENTIRE AGREEMENT.** This Subrecipient Agreement, together with all attachments hereto and all documents incorporated herein by reference, sets forth the entire agreement between the parties hereto with respect to the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein.

28. **COUNTERPARTS; FACSIMILE.** This Subrecipient Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed copy of this Subrecipient Agreement by facsimile, telecopy, telex, e-mail or other means of electronic communication producing a printed copy will be deemed to be an execution and delivery of this Subrecipient Agreement on the date of such communication by the party so delivering such a copy. The party so delivering such a copy via electronic communication shall deliver an executed original of this Subrecipient Agreement to the other party upon request; provided, however, that a party’s failure to so deliver an original counterpart shall not affect the enforceability, validity, or binding effect of this Subrecipient Agreement.

29. **ADDITIONAL FEDERAL CLAUSES.** Certain federally-funded clauses are included in the foregoing sections of this Subrecipient Agreement and those clauses together with other applicable federally-funded clauses that apply to this Subrecipient Agreement are set forth in **Appendix A-1**, attached hereto and made a part hereof. **Appendix A-1** is not meant to be an exhaustive list of federal clauses that apply, however, and it shall be the responsibility of SUBRECIPIENT to be current with respect to all federally-funded clauses that apply to this Subrecipient Agreement.

**IN WITNESS WHEREOF,** the parties have executed this Subrecipient Agreement, effective as of the date of signature of the last party to execute this Subrecipient Agreement, as set forth below ("**Effective Date**").

<table>
<thead>
<tr>
<th>SUBRECIPIENT: Ada County Highway District (ACHD)</th>
<th>AUTHORITY: Valley Regional Transit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sara M. Baker</td>
<td>Kelli Badesheim</td>
</tr>
<tr>
<td>Name of Signature (printed)</td>
<td>Name of Signature (printed)</td>
</tr>
<tr>
<td>Title: ACHD Commission President</td>
<td>Title: Executive Director</td>
</tr>
</tbody>
</table>

__________________________
Signature

__________________________
Signature

__________________________
Date

__________________________
Date

Mailing Address: _____________________________
Mailing Address: 700 NE 2nd Street, Suite 100
Meridian, ID 83642

Telephone No.: 208-387-6110

Telephone No.: 208-258-2712
ATTACHMENT A
Scope of Work

I. General Requirements
   1. SUBRECIPIENT shall comply with the rules, regulations and policies as outlined by the United States Authority of Transportation, Federal Transit Administration, hereinafter referred to as "FTA", in 49 U.S.C., Section 5307 of the Federal Transportation Act.

   2. Changes and Modifications:
      a. SUBRECIPIENT may request changes in the general scope of the Subrecipient Agreement to which this Attachment A is attached (hereinafter, the “Agreement”), but such changes shall be limited to changes that would expedite achievement of the objectives.
      
      b. If any change in this Scope of Work causes an increase or decrease in the cost or time required of SUBRECIPIENT for the performance of any part of the work or services under the Agreement, an equitable adjustment, to the mutual satisfaction of both parties, shall be made and the Agreement shall be modified in writing accordingly. Any claim for adjustment of cost by SUBRECIPIENT must be made in writing, stating the justification for such claim. The adjustments proposed must be made on the Budget format used for the Agreement.
      
      c. The approved Budget included in the Agreement (see Attachment B) or the most recent modification signed by SUBRECIPIENT and AUTHORITY shall be the official Budget.

   3. SUBRECIPIENT agrees to attempt to resolve any dispute arising under or related to the Agreement by administrative processes and negotiation in lieu of litigation. SUBRECIPIENT shall continue to perform the services to be performed outlined in this Scope of Services during any such dispute.

   4. AUTHORITY has certain FTA requirements for reporting, monitoring and inspections. The SUBRECIPIENT understands and agrees that failure to cooperate with AUTHORITY’s requests for reporting, monitoring or inspections could jeopardize funding and require reimbursement of funds from SUBRECIPIENT.

II. Services to be Performed

SUBRECIPIENT shall perform all services outlined below:

   1. Capital – Purchase of Replacement Vehicles
   2. Preventive Maintenance of Vehicles
III. Reports

SUBRECIPIENT shall report as outlined:

The “Quarterly Milestone Progress Report” is due no later than the tenth (10) day after the end of quarter the next calendar month. The report must be completed by any agency or organization that operates vehicles or contracts out services. Attachment G

The report should include information such as: data for each activity line item within the approved project; a discussion of all:

- budget or schedule changes; original, estimated and actual estimated completion date
- description of projects, status, specification preparation, bid solicitation, resolution of protests, and contract awards;
- breakout of the costs incurred and those costs required to complete the project; reasons why any scheduled milestone or completion dates were not met, identifying problem areas and discussing how the problems will be solved; and discuss the expected impacts of delays and the steps planned to minimize these impacts.

E-mail attached “Quarterly Milestone Report to the Grants and Compliance Administrator, khiggs@valleymetrorapidstransit.org

IV. Certifications and Assurance

SUBRECIPIENT shall sign the Standard Assurances annually as requested.

V. Performance Management

SUBRECIPIENT understands and agrees that an effective Performance Management System is imperative to meet system goals, effect change, and improve the quality and capacity of public transportation services; and that an appropriately constructed Performance Management system will generate transparency, reflect the intent of the program, and will clarify accountability.
# ATTACHMENT B

## Budget

### Fiscal Year 2016 & Project Budget Request

<table>
<thead>
<tr>
<th>Subrecipient</th>
<th>Ada County Highway District (ACHD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement Term</td>
<td>October 1, 2016 - September 30, 2017</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Maureen Broshen</td>
</tr>
<tr>
<td>Address</td>
<td>579 Fairview Ave, Boise, ID 83706</td>
</tr>
<tr>
<td>Phone Number</td>
<td>208-387-6163</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grant</th>
<th>Capital</th>
<th>Scope of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>STP &gt; 5307</td>
<td>Total 315,130.56</td>
<td>$292,000.00</td>
</tr>
<tr>
<td></td>
<td>Federal</td>
<td>Match</td>
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<tr>
<td>Totals</td>
<td>$292,000.00</td>
<td>$23,130.56</td>
</tr>
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<table>
<thead>
<tr>
<th>Total Project Cost</th>
<th>Total Federal Request</th>
<th>Total Match Needed</th>
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<tbody>
<tr>
<td>$315,130.56</td>
<td>$292,000.00</td>
<td>$23,130.56</td>
</tr>
</tbody>
</table>

Subrecipient Printed Name: 

Subrecipient Signature: 

Date: 

STP > 5307 Capital funding for the purchase of 15 passenger vans for Commuteride’s vanpool. These vehicles will serve Ada County and the Boise TPA (KN20173).
ATTACHMENT C  
COST/BILLING PROCEDEURE

Valley Regional Transit (VRT) (AUTHORITY) agrees to reimburse the SUBRECIPIENT for eligible expenses reported on the Budget and Invoice form:

1. The request for reimbursement (invoice) and required reports must be submitted by email.

2. The SUBRECIPIENT must submit an invoice requesting reimbursement to the AUTHORITY for project expenses.

3. The SUBRECIPIENT must submit the invoice within sixty (60) calendar days following the close of the month

<table>
<thead>
<tr>
<th>For Month Ending:</th>
<th>Invoices must be received no later than:</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 30</td>
<td>June 29</td>
</tr>
<tr>
<td>May 31</td>
<td>July 30</td>
</tr>
<tr>
<td>June 30</td>
<td>August 29</td>
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<td>July 31</td>
<td>September 29</td>
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<td>August 31</td>
<td>October 30</td>
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<td>September 30</td>
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<td>January 31</td>
<td>March 31</td>
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<tr>
<td>February 29</td>
<td>April 29</td>
</tr>
<tr>
<td>March 31</td>
<td>May 30</td>
</tr>
</tbody>
</table>

4. Reimbursement requests must be submitted by the SUBRECIPIENT’S authorized official, and in accordance with the SUBRECIPIENT’S internal processes and procedures.

5. The request must include supporting documentation itemized by budget category for all expenditures incurred during the month for which reimbursements are requested. Documentation includes but is not limited to, purchase orders, invoices, receipts and canceled checks or other proof of payment.

6. Incomplete or inaccurate requests for reimbursement will not be accepted by the AUTHORITY and will be returned to the SUBRECIPIENT. However, the AUTHORITY has the discretion to withhold partial payment for individual line items that are not acceptable and reimburse the SUBRECIPIENT for approved amounts on the same request.

7. The SUBRECIPIENT must use the Budget provided in Attachment B.

8. The SUBRECIPIENT is expected to have adequate internal processes to track its budget balances. The AUTHORITY will review the request for accuracy and completeness and if approved route for payment.

9. The AUTHORITY shall reimburse the SUBRECIPIENT for approved requests within 45 days of receipt of the request.
Attachment D

Civil Rights Requirements
Non-Discrimination Agreement for Local Public Agencies

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, SUBRECIPIENT has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with VRT’s Title VI Coordinator - External Programs.

Assurances

49 CFR Part 21.7

SUBRECIPIENT hereby gives assurances:

1. That no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by SUBRECIPIENT regardless of whether those programs and activities are Federally funded or not. The Federal-aid Highway Transportation Act of 1973 added sex to the list of prohibitive factors. Disability was added through Section 504 of the Rehabilitation Act of 1973. Age was subsequently added in 1975 under the Age Discrimination Act. Minority populations and low-income populations were added by Presidential Executive Order 12898. Limited English proficient persons was added by Presidential Executive Order 13166. Activities and programs which SUBRECIPIENT hereby agrees to carry out in compliance with Title VI and these related statutes include, but are not limited to:

   - List all major transportation programs and activities of SUBRECIPIENT and Title VI responsibilities for each one of them.

2. That it will promptly take any measures necessary to effectuate this Subrecipient Agreement.

3. That each transportation program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this Subrecipient Agreement.

4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to SUBRECIPIENT by VRT under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants. The person or persons whose signatures appear on this Subrecipient Agreement are authorized to sign these assurances on behalf of SUBRECIPIENT.
5. That SUBRECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted-form all proposals for negotiated agreements: SUBRECIPIENT, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

6. That SUBRECIPIENT shall insert the clauses of Attachment 1 of this Subrecipient Agreement in every contract subject to the Act and the Regulations.

7. That SUBRECIPIENT shall insert the clauses of Attachment 2 of this Subrecipient Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

8. SUBRECIPIENT agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Subrecipient Agreement.

**Implementation Procedures**

This Subrecipient Agreement shall serve as SUBRECIPIENT’s Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this Subrecipient Agreement, “Federal Assistance” shall include:

1. grants and loans of Federal funds,

2. the grant or donation of Federal property and interest in property,

3. the detail of Federal personnel,

4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting SUBRECIPIENT, or in recognition of the public interest to be served by such sale or lease to SUBRECIPIENT, and

5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

SUBRECIPIENT shall:
1. Issue a policy statement, signed by SUBRECIPIENT’s authorized representative, which expresses SUBRECIPIENT’s commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout SUBRECIPIENT’s organization and to the general public. Such information shall be published where appropriate in languages other than English.

2. Take affirmative action to correct any deficiencies found by VRT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this Subrecipient Agreement. SUBRECIPIENT’s authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to SUBRECIPIENT’s authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

4. The Title VI Coordinator shall adequately implement the civil rights requirements.

5. Process complaints of discrimination consistent with the provisions contained in this Subrecipient Agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of SUBRECIPIENT’s report of investigation, will be forwarded to VRT’s Title VI Coordinator – External Programs within 10 days of the date the complaint was received by SUBRECIPIENT.

6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the transportation programs and activities conducted by SUBRECIPIENT.

7. Conduct Title VI reviews of SUBRECIPIENT and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

8. Attend training programs on Title VI and related statutes conducted by VRT.

9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year. This report is due one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date.
   a) Annual Work Plan
      Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.
   b) Accomplishment Report
List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Coordinator. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with SUBRECIPIENT.

**Discrimination Complaint Procedure**

Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with SUBRECIPIENT. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to SUBRECIPIENT’s Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

a) The date of alleged act of discrimination; or

b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, SUBRECIPIENT or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant’s representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of SUBRECIPIENT, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to SUBRECIPIENT’s investigative procedures as outlined below.

Please note this exception to the procedure below:

*All complaints regarding accessibility for the disabled must be forwarded directly to VRT’s Title VI Coordinator – External Programs for investigation.*

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as VRT and USDOT.

SUBRECIPIENT will advise VRT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to VRT:

1. Name, address, and phone number of the complainant.

2. Name(s) and address(s) of alleged discriminating official(s).

3. Basis of complaint (i.e., race, color, national origin or sex)
4. Date of alleged discriminatory act(s).

5. Date of complaint received by SUBRECIPIENT.

6. A statement of the complaint.

7. Other agencies (state, local or Federal) where the complaint has been filed.

8. An explanation of the actions SUBRECIPIENT has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to SUBRECIPIENT’s authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, SUBRECIPIENT’s authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with VRT, or USDOT, if they are dissatisfied with the final decision rendered by SUBRECIPIENT. The Title VI Coordinator will also provide VRT with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Valley Regional Transit
Title VI Coordinator – External Programs
Mark Carnopis, Community Relations Manager
700 NE 2nd Street, Suite 100
Meridian, ID 83642
208-258-2702

Federal Transit Administration
Region X
Jackson Federal Building
915 Second Avenue, Suite 3142
Seattle, WA 98174-1002
206-220-7954

Sanctions

In the event SUBRECIPIENT fails or refuses to comply with the terms of this Subrecipient Agreement, VRT may take any or all of the following actions:

1. Cancel, terminate, or suspend this Subrecipient Agreement in whole or in part;
2. Refrain from extending any further assistance to SUBRECIPIENT under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from SUBRECIPIENT.

3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by SUBRECIPIENT;

4. Refer the case to the Department of Justice for appropriate legal proceedings.
Attachment 1

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

   The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

   The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

   In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

   The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to VRT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

   In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
• Withholding of payments to the contractor under the contract until the contractor complies, and/or;

• Cancellation, termination, or suspension of the contract, in whole or in part

**Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request VRT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.
Attachment 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, __________ (“Grantor”), as authorized by law, and upon the condition that __________ (“Grantee”) will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of VRT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto Grantee all the right, title, and interest of Grantor in and to said land described in Attachment A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto Grantee, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on Grantee, its successors, and assigns.

Grantee, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed, (2) that Grantee shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, (3) that in the event of breach of any of the above mentioned non-discrimination conditions, Grantor shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of Grantor and its assigns as such interest existed prior to this instruction.\(^1\)

\(^1\) Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.
Region 10 of the Federal Transit Administration, upon learning that some recipients of FTA funding failed to comply with the lobbying disclosure requirements, issued a bulletin to provide guidance and to urge every recipient to review its activities and to submit all required certifications and disclosures regarding lobbying activities. The bulletin explained that the recipients in question had incorrectly assumed that they did not need to submit a lobbying disclosure form to FTA unless they used federal funds for lobbying. The bulletin further explained that while using federal funds for lobbying is clearly prohibited, any recipient that pays or expects to pay a lobbyist at least $25,000 from any source to influence the Federal Government must file a disclosure form with FTA, and that many must supplement their disclosure quarterly. Violations of these requirements will subject a recipient to a penalty of not less than $10,000 for each failure.

The following is a summary of the lobbying certification and disclosure requirements as set forth in the bulletin. (Reference hereinafter to “recipients” means and includes “subrecipients”.)

According to 31 U.S.C. 1352, as implemented at 49 C.F.R. Part 20, all applicants and recipients of federally appropriated funds must abide by the following rules with respect to lobbying:

a. All applicants for and recipients of a Federal contract, grant or cooperative agreement in excess of $100,000 may not use Federal funds to lobby an officer or employee of any Federal agency or Member of Congress.

b. Every time a potential recipient applies for or receives such a contract, grant or cooperative agreement, it must file a written declaration at the time of application that states that no federal funds have been paid for lobbying and that, if non-Federal funds are used for lobbying, it will file a lobbying disclosure form.

c. If a recipient uses non-FTA funds for lobbying, it must submit a disclosure form to report these activities. If the activities change materially, the recipient must file an additional form for that quarter.

I encourage you to review the lobbying disclosure requirements and to submit all needed forms to FTA at the address noted below ASAP. The Disclosure of Lobbying Activities report form (SF LLL) is available online at:


Federal Transit Administration
Attn: Elizabeth Martineau, Office of Chief Counsel
1200 New Jersey Avenue, SE
Washington, DC 20590

As mentioned earlier, the law states that any recipient who fails to file the required lobbying disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than
$100,000 for each such failure. Standard Form LLL (DISCLOSURE OF LOBBYING ACTIVITIES) and instructions for completion are set forth on the immediately following page.
## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. contract</td>
</tr>
<tr>
<td>b. grant</td>
</tr>
<tr>
<td>c. cooperative agreement</td>
</tr>
<tr>
<td>d. loan</td>
</tr>
<tr>
<td>e. loan guarantee</td>
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<tr>
<td>f. loan insurance</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Status of Federal Action:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. bid/offer/application</td>
</tr>
<tr>
<td>b. initial award</td>
</tr>
<tr>
<td>c. post-award</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. initial filing</td>
</tr>
<tr>
<td>b. material change</td>
</tr>
</tbody>
</table>

For Material Change Only:

year _________ quarter _________
date of last report ______

<table>
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<tr>
<th>4. Name and Address of Reporting Entity:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Prime</td>
</tr>
<tr>
<td>☐ Sub awardee</td>
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</tbody>
</table>

Tier _____, if known:

Congressional District, if known:

5. If Reporting Entity in No. 4 is a Sub awardee, Enter Name and Address of Prime:

<table>
<thead>
<tr>
<th>6. Federal Department/Agency:</th>
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<table>
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<tr>
<th>7. Federal Program Name/Description:</th>
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<tbody>
<tr>
<td>CFDA Number, if applicable: ________</td>
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<tr>
<th>8. Federal Action Number, if known:</th>
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<table>
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<tr>
<th>9. Award Amount, if known:</th>
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<tbody>
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</table>

10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):

<table>
<thead>
<tr>
<th>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</th>
</tr>
</thead>
</table>

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<tr>
<th>11. Information requested through this form is authorized by the 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tiers above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.</th>
</tr>
</thead>
</table>

| Signature: __________________________ |
| Print Name: _________________________ |
| Title: ______________________________ |
| Telephone No.: _____________________ |
| Date: ______________________________ |

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)
ATTACHMENT F

Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act (FFATA) requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is: www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.
APPENDIX A-1

Federal Clauses

Following is a non-exhaustive checklist of some of the federally required contract clauses, as may or may not be relevant or applicable to the Subrecipient Agreement to which this Appendix A-1 is attached:

- Incorporation of FTA Terms
- Compliance with Federally Required Clauses and Requirements
- No Federal Government Obligations to Third Parities
- Program Fraud and False or Fraudulent Statements or Related Acts
- Access to Third Party Contract Records
- Changes to Federal Regulations
- Termination
- Civil Rights
- Special DOL EEO clause for construction projects
- Incorporation of FTA Terms
- Debarment and Suspension - [http://www.sam.gov](http://www.sam.gov)
- Breaches and Disputes Resolution
- Cargo Preference
- Fly America
- Davis-Bacon Act
- Contract Work Hours and Safety Standards Act
- Copeland Anti-Kickback Act
- Bonding
- Seismic Safety
- Transit Employee Protective Arrangements
- Charter Service Operations
- School Bus Operations
- Drug Use and Testing
- Alcohol Misuse and Testing
- Patent Rights
- Rights in Data and Copyrights
- Energy Conservation
- Recycled Products
- Conformance with ITS National Architecture
- ADA Access
- Prompt Payment and Return of Retainage

SUBRECIPIENT acknowledges its responsibility for determining which requirements apply or do not apply to a particular contract (many may not apply) and to state which are applicable in its solicitations and contracts with suitable contract language, as well as representations and certifications.