

**Federal Transit Administration Enhanced Mobility of
Seniors and Individuals with Disabilities Program
(49 U.S.C 5310)**

Program Management Plan

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Planning and Development Department

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Section 1 - Introduction

The Spokane Transit Authority (STA) Program Management Plan (PMP) includes policies and procedures used to administer the Federal Transit Administration's (FTA) Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C 5310) - hereby referred to as the **Section 5310** Program. Developed in accordance with FTA Circular C 9070.1G (July 7, 2014), the PMP was developed to help ensure that STA, as a designated recipient of Section 5310 funds, is administering Section 5310 in compliance with applicable federal statutes and regulations, including those activities undertaken by eligible subrecipients.

Purpose and Content of the PMP

The PMP includes procedures for administering and managing Section 5310 funds. At a minimum, the PMP must include a recipient's program objectives, policies, procedures, and administrative requirements, in a form readily accessible to potential subrecipients, recipient staff, FTA, and the public (C9070.1G Pg. VII-1).

PMP Annual Review Process

The PMP is reviewed on an annual basis. Minor updates to the plan will be submitted to FTA for approval, if needed. If substantial changes are required, STA will post the draft plan on its website and send a copy to interested parties (service providers, SRTC, WSDOT, and local jurisdictions) for a thirty-day comment period. Any comments received will be tracked and documented in the appendix of the final draft. The document will then be submitted to the FTA for comment and any comments received will be address in the appendix. The document will then return to FTA for final approval. STA will send notification of the approval and the plan to interested parties, will be posted on STA's website, and submitted to FTA. (C9070.1G Pg. VII-4)

Background and Program Goal

The Section 5310 grant program was established in 1975. The program started as a discretionary capital assistance program to award grants to private non-profit organizations that serve the transportation needs for the elderly and persons with disabilities, in cases where public transit was unavailable, insufficient, or inappropriate. With the passage of the Intermodal Surface Transportation Efficiency Act (ISTEA) in 1991, funding for the 5310 Program was doubled and it became a statutory requirement to distribute funds by formula. Under ISTEA, public agencies also became eligible for funding in limited circumstances. No major program changes were made on the Transportation Equity Act for the 21st Century (TEA-21) passed in 1998, but under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), passed in 2005, a requirement that projects must be derived from a locally developed, Coordinated Public Transit – Human Services Plan (Coordinated Plan) was put in place. In 2012, passage of the Moving Ahead for Progress in the 21st Century (MAP-21) Act brought about significant program changes. With the passage of MAP-21, the New Freedom program (Section 5317) was repealed and combined with the Federal Transit Administration's (FTA) Section 5310 Transportation for the Elderly and Disabled Grant Program to create the new Enhanced Mobility of Seniors and Individuals with Disabilities Program. As a result of the change, activities previously eligible for New Freedom funding are now eligible for 5310 funding. Funds are now apportioned to large urban areas, small urban and rural areas instead of only to

states. MAP-21 required that not less than 55% of a recipient's apportionment be used for traditional 5310 projects. The FAST Act is the Department of Transportation's current funding legislation signed into law on December 4, 2015. The FAST Act carries over the changes implemented under MAP-21.

Local Goals and Strategies

Adopted in May 2019, STA's Comprehensive Plan, *Connect Spokane*, set forth a vision and policy framework to guide decisions made by its Board of Directors, staff, and partnering agencies for the next 30 years by means of coordinated regional planning efforts.

STA is actively involved with Spokane Regional Transportation Council (SRTC) in the local transportation planning process leading to the adoption and implementation of the Spokane County Public Transit-Human Services Transportation Plan (HSTP). The HSTP is required by state and federal agencies to demonstrate that appropriate coordination has occurred to develop regional programs and strategies which enhance transportation access, minimize duplication of services, and implement the most cost-effective transportation services using available resources. This planning process includes outreach to seniors, people with disabilities. The following HSTP strategies guide Section 5310 funding criteria:

- Maintain existing transportation services.
- Encourage service provider and public coordination.
- Educate the public on transit system with travel training programs and educational materials.
- Integrate transportation services with Spokane Transit.
- Strive to meet the needs of special needs groups.
- Enhance the rider experience and facilities including new buses, vans, and wheelchair lifts.
- Implement technology to help make transportation operations more efficient, safe, and attractive; and
- Encourage new and expanded service to meet unmet transportation needs.

(For details on the specific regional strategies, the *Spokane County Public Transit-Human Services Transportation Plan* can be found at: <https://www.srtc.org/human-services-transportation-plan/>)

Section 2 - Roles and Responsibilities

STA is the regional public transportation agency for the Greater Spokane Area and serves the jurisdictions of Airway Heights, Cheney, Liberty Lake, Medical Lake, Millwood, Spokane, Spokane Valley, and unincorporated areas within Spokane County, which are within the Spokane County Public Transportation Benefit Area (PTBA). The cities of Cheney and Medical Lake, along with some unincorporated portions of Spokane County included in the PTBA, are outside the Spokane urbanized area (UZA)– *please refer to map located in ATTACHMENT A.*

STA's Responsibilities as a Designated Recipient

In December 2012, the Spokane Transit Authority (STA) was appointed by the Governor of the State of Washington to be the designated recipient of Section 5310 funds for the Spokane UZA (**ATTACHMENT B**).

As the designated recipient for FTA funds, STA is responsible for developing the Program of Projects (POP) for apportioned FTA funds in the Spokane UZA, in a manner that is consistent with the requirements of the United States Code of Federal Regulations.

At STA's discretion, the agency may choose to conduct a public Call for Projects for federal funds apportioned to the Spokane UZA. The agency is responsible for submitting a Program of Projects (POP) to SRTC for inclusion in the TIP [Transportation Improvement Program]. STA will utilize a Public Participation Process that complies with 49 USC 5307(b) when developing the POP.

STA's Responsibilities for 5310 Program Management

As a Section 5310 designated recipient, Spokane Transit Authority (STA) will:

- Develop a Program Management Plan (this document) to define local policies and procedures for administration of the local Section 5310 Program.
- Develop a project scoring and/or selection criterion.
- Notify eligible subrecipients of project funding availability.
- Solicit applications from potential subrecipients.
- Determine applicant and project eligibility.
- Certify fair and equitable allocation of funds to subrecipients.
- Develop and submit an annual Program of Projects to the FTA.
- Review federal compliance of subrecipients.
- Provide grant management and oversight.
- Ensure at least 55% of Sections 5310 funds allocated to STA are spent on traditional 5310 projects by eligible subrecipients.
- Certify that all projects are derived from a locally developed coordinated public transit-human services transportation plan.
- Certify that, to the maximum extent possible, services under Section 5310 are coordinated with transportation services from other federal departments and agencies.
- Submit reports as required by the FTA.
- Oversee project audit and closeout.

Responsibilities of 5310 Subrecipients

Subrecipients who receive funds from any federal transportation grant program must follow the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

Role of Spokane Regional Transportation Council

The Spokane Regional Transportation Council (SRTC) is the federal-recognized metropolitan planning organization (MPO) and the state Regional Transportation Planning Organization (RTPO) for Spokane County.

SRTC is tasked with managing and updating the *Spokane County Public Transit-Human Services Transportation Plan* (HSTP). SRTC may assist with the evaluation and scoring of Section 5310 project applications. SRTC is also responsible for preparing, adopting and amending the TIP.

Regional Coordination

Spokane Transit Authority (STA) partners with Spokane Regional Transportation Council (SRTC) on regional planning efforts, including the development of the *Spokane County Coordinated Public Transit-Human Services Transportation Plan* (HSTP). STA does not intend to duplicate the planning and outreach processes of the HSTP; and will assist in implementation of HSTP goals and strategies which include management of the Section 5310 program.

Section 3 - Local Share and Funding Requirements

Spokane Transit Authority (STA) follows federal guidelines in determining the local matching share for Section 5310 projects.

The maximum federal match for eligible capital costs is currently 80 percent of the total cost with a minimum local match requirement of 20 percent. Operating projects require a 50 percent minimum local match. Subrecipients must provide documentation detailing the source and the amount of the local match to STA.

STA may use up to 10 percent of the total annual appropriation for administrative costs with no local match requirement.

Exceptions

Local Share exceptions for projects that are subject to federal ADA or CAA regulations are as follows:

1. Vehicle Acquisition: For purposes of complying with or maintaining compliance with ADA (42 USC 12101 *et seq.*) or the CAA, the federal share is 85 percent. A revenue vehicle that complies with 49 CFR 38 may also be funded at 85 percent federal share.
2. Vehicle-Related Equipment and Facilities: For purposes of complying or maintaining compliance with the CAA (42 USC 7401 *et seq.*) and/or the ADA, the federal share is 90 percent (this includes clean fuel or alternative fuel vehicle-related equipment or facilities). FTA considers vehicle-related equipment to be equipment on and attached to the vehicle (C9070.1G pg. III-17).

Types of Local Match

The local share may include undistributed cash surplus, a replacement or depreciation cash fund or reserve, a service agreement with a state or local agency or private social service

organization, or new capital. Some examples include state or local appropriations, dedicated tax revenues, private donations, or revenue from service contracts. Income from contracts to provide human service transportation may be used either to reduce the net project cost (treated as revenue) or to provide local match for Section 5310 operating assistance.

Non-cash share, such as donations, volunteered services, or in-kind contributions, are eligible to be counted toward the local match if:

1. the value of each is documented and supported.
2. it represents a cost which would otherwise be eligible under the program; and
3. it is included in the net project costs in the project budget.

In-kind match is only available for projects that do not purchase capital items. For example, in-kind match is not eligible to meet the 20% local match requirement for a vehicle purchase.

Federal funds may not be used for the local match. Subrecipients are encouraged to consult with STA on match requirements during the application process.

Project Geographic Area

Eligible projects must start or end services within the STA Public Transportation Benefit Area (PTBA) and the Spokane Urbanized Area (UZA). Populations outside the UZA may be considered for funding, wholly or in part, provided that the project can demonstrate that a majority of beneficiaries reside and/or the majority of trips conducted are within the Spokane UZA.

Section 4 - Eligible Subrecipients and Activities

The following entities are eligible to receive funds for “Traditional” Section 5310 projects:

- A private nonprofit organization (with a tax-exempt status from the Internal Revenue Service) that is currently registered with the State of Washington.
- A local government agency, district, or jurisdiction.
- STA as described in Section 5- Annual Funding Distribution (below).

The following entities are eligible to receive funding for “Other” Section 5310 projects:

- A local government agency, district, or jurisdiction.
- A private nonprofit organization.
- An operator of public transportation that receives a Section 5310 grant indirectly through a recipient.

Private transportation operators, such as taxi companies, are eligible recipients for Section 5310 funds if they provide “shared-ride transportation services” as opposed to exclusive-ride services. *“Shared ride” is defined as two or more passengers in the same vehicle who are otherwise not travelling together.* The general nature of the project must be shared-ride services to be considered eligible.

Taxi companies that provide exclusive-ride service are not eligible subrecipients by themselves. However, they may participate in the Section 5310 program as contractors. Exclusive-ride transportation providers may receive Section 5310 funds to purchase accessible vehicles under contract with the state, designated recipient, or an eligible subrecipient (C9070.1G Pg. III-5).

Eligible Activities

Certain capital and operating projects are eligible to receive funding through the Section 5310 program within two funding categories: “Traditional” 5310 projects and “Other” 5310 projects. A minimum of 55% of the total 5310 Spokane Transit Authority (STA) appropriation must be reserved for “Traditional” 5310 projects with a maximum of 45% of total allocated 5310 funds allocated to “Other” 5310 projects.

Projects must clearly indicate whether they are applying as a “Traditional” 5310 project or “Other” 5310 project (even though projects may be eligible under both funding categories). STA will ensure that 55% of the total allocated funds are spent on “Traditional” 5310 projects.

Traditional 5310 Projects

“Traditional” 5310 projects are defined as public transportation capital projects that are designed to meet the special needs of seniors and individuals with disabilities. Eligible projects must meet the definition of a capital project, as defined in 49 USC 5302 (link:

<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title49/pdf/USCODE-2013-title49-subtitleIII-chap53-sec5302.pdf>), and be carried out by eligible subrecipients. In addition, subrecipients

must be able to prove that the project will primarily benefit seniors and persons with disabilities.

Traditional 5310 Projects include, but are not limited to:

- Vehicle purchase, preventive maintenance, or equipment needed to support the vehicle.
- Passenger facility purchase and installation such as benches, shelters and other passenger amenities.
- Support facilities and equipment such as extended warranties, dispatch systems and other computer hardware and software.
- Acquisition of transportation services under contract by an eligible subrecipient, this includes transportation projects that provide demand response service to seniors and people with disabilities.
- Mobility management and coordination programs.
- Additional traditional projects are as authorized by FTA Circular 9070.1G.; and
- Other capital expenses as defined in 49 USC 5302.

If STA certifies that there are insufficient funding requests to meet the 55% minimum threshold for “Traditional” 5310 projects, then STA may choose to allocate funding to paratransit van purchases and/or other projects to satisfy this requirement.

Other 5310 Projects

“Other” 5310 projects are defined as capital or operating projects that exceed ADA requirements, decrease individuals’ dependence on complementary paratransit services, or

provide alternatives to public transportation to seniors and people with disabilities. A maximum of 45% of STA's 5310 annual appropriation can be allocated to "Other" projects. These projects must be targeted toward meeting the transportation needs of seniors and individuals with disabilities, although they may be used by the general public. Subrecipients must prove that the project will primarily benefit seniors and persons with disabilities in their application(s).

"Other" 5310 Projects include:

- Accessibility improvements to transit and intermodal stations including building an accessible path, ramps, improving wayfinding measures and other technology improvements to enhance accessibility.
- Support for driver programs that transport seniors and people with disabilities.
- Travel training programs that educate riders on the fixed route system.
- Alternatives to public transportation (accessible taxi, ridesharing, and/or vanpooling programs, administration and expenses related to voucher programs, and support for volunteer driver and aide programs).
- Additional projects as authorized by FTA Circular 9070.1G.

Section 5 - Annual Funding Distribution

Program of Projects

STA will determine whether to issue a public call for 5310 projects (RFP) based on current funding priorities. When projects are selected for Section 5310 funding, they will be included in the annual Program of Projects (POP) report – which also includes current, active projects. The POP Status Report is submitted to the Federal Transit Administration(FTA).

STA develops an annual Transit Development Plan (TDP) that contains the Annual Report, Service Improvement Program and Capital Improvement Program. The TDP Capital Improvement Program includes a description of the selected Section 5310 projects in each funding category ("Traditional" or "Other"). The TDP is submitted to the Washington State Department of Transportation (WSDOT) and the Spokane Regional Transportation Council (SRTC) annually.

Spokane Transit coordinates with Spokane Regional Transportation Council (SRTC) to place federally funded projects in the State Transportation Improvement Plan (STIP). Outreach efforts for STIP adoption include a public hearing and notification to public agencies and interested parties. The STIP public outreach process serves as one component of the POP public notification process.

The following chart illustrates the Call for Section 5310 Project Application process. *(This is subject to change based on when funds become available).*

	Typical Call for Section 5310 Projects Application Timeline
Jan-Mar	Federal Register with Annual 5310 Allocations announced
Apr	STA issues Call for Section 5310 Project Applications—30 days
Apr	Section 5310 Informational Meeting for Eligible Applicants
May	Close Application Period
May-Jun	Evaluate and Score Project Applications
Jun	Notify submitted applicants of grant requirements
Jul	Present Recommended List of Projects to Receive 5310 Funding to STA Board of Directors and Committees
Aug	STA Board makes final decision on awarding funds
Aug	Begin process of awarding funds to subrecipients
Dec	Publish 5310 Program of Projects and submit to FTA

Spokane Transit Authority (STA) provides a competitive selection process to distribute Section 5310 funds fairly and equitably within the Spokane UZA. Projects are selected based upon their ability to meet the regional transportation needs listed within the Coordinated Public Transit-Human Services Transportation Plan (HSTP) (link: https://www.srtc.org/wp-content/uploads/2018/11/Final-2018-CPT-HSTP_Board-Approved_110818.pdf).

Call for Projects

If STA decides to issue a public call for projects, STA will verify the Section 5310 apportionment in the Federal register. The Call for Projects will include a public notification of the availability of funds. A description of how and when projects will be selected, including scoring criteria, will be included in the application and notification materials as follows:

1. STA will draft a public notice of funding opportunity for eligible applicants to be posted in the local newspaper, and Spokane Regional Transportation Council's website, along with the grant application.
2. Letters or emails of the public notice and the grant application will be sent to interested parties and potential applicants.
3. The public notice will be posted at least 30 days before the application deadline.
4. Prior to the application deadline, STA will host an informational meeting for potential applicants to answer questions about the program. Application materials will also be posted on STA's website (**ATTACHMENT C**).
5. STA will provide technical assistance to applicants, as needed.

Private Sector Participation

An updated list of nonprofits and private providers of transportation that qualify as eligible Section 5310 subrecipients will be maintained by the Spokane Transit Authority (STA). STA will send a Notice of Section 5310 Funds Availability to all parties on this list. These organizations will have the opportunity to apply for project funding during the Call for Projects process. To encourage maximum private sector participation, STA will also hold an informational meeting during the Call for Projects process, to provide interested parties the opportunity to inquire about the Section 5310 program.

Application Requirements

A complete application (see sample in **ATTACHMENT D**) must meet certain minimum requirements for the applicant to move on to scoring:

- Complete agency contact(s) information, project Information, agency experience, and levels of service.
- Signed by an authorized individual from the agency (e.g. CEO or Board Member).
- Applicant is an eligible subrecipient for Section 5310 funds (as defined in Section 6).
- Certification that the project will primarily benefit seniors and/or individuals with disabilities.
- The project fits one or more goals/strategies of the Spokane County Coordinated Public Transit-Human Services Transportation Plan (HSTP).
- Non-profit status documentation (articles of incorporation and IRS tax I.D. letter).
- Letter from CEO certifying the source and amount of local share (matching) funds.
- Independent audit report (or equivalent) with copies of any management letter(s).
- Signed Title VI certification.
- Signed Lobbying certification.
- Signed Suspension & Disbarment certification.
- Signed DBE certification, if applicable.
- Signed Buy America certification, if applicable.
- Copy of agency's procurement procedures, if applicable.
- Certification that the agency will develop and submit a Title VI Plan (which meets federal requirements as determined by STA) within 90 days of the executed agreement.
- Current cost allocation plan, if applicable (for operating funds).
- Agency's non-discrimination policy(ies).
- Certification that the project will primarily benefit residents and travel patterns within the Spokane UZA (to include copies of participant application(s) and/or survey tools).

APPLICATIONS SUBMITTED AFTER THE CALL FOR PROJECTS DEADLINE WILL NOT BE CONSIDERED.

Initial Application Eligibility Review

Applications submitted on or before the deadline will be reviewed for initial eligibility. Based on this review, STA may request additional information to include:

- Title VI Plan
 - If the subrecipient does not have a Title VI plan, the subrecipient must develop a timeline for the document to be drafted, reviewed, and approved by their Board of Directors (or equivalent) to STA at this time.
- Subrecipient Risk Assessment
 - Spokane Transit will assess the level of risk for each subrecipient to identify if additional monitoring (or contract) requirements need to be imposed on the subrecipient to ensure compliance. The risk assessment will consider factors as prescribed by OMB Guidance § 200.331, (**ATTACHMENT F**)

Application Scoring

Project applications that meet the minimum criteria listed above will be evaluated by a committee comprised of representatives of STA, SRTC, and other pre-selected entity(ies) that do not have a conflict of interest. This committee will score the projects based on criteria listed below. (**ATTACHMENT G**).

- **Description of Service Improvements- 40 points**
 - Does the agency give a clear description of the service it will provide and the population it will serve? (10 points)
 - Does the agency describe the barriers it seeks to overcome in providing transportation options to seniors and individuals with disabilities? (10 points)
 - Does the agency describe how many seniors and individuals with disabilities the project will benefit? (10 points)
 - Does the agency provide a methodology of how they calculated the number of seniors and individuals with disabilities that will benefit from the project? (10 points)
- **Regional Transportation Needs- 20 points**
 - Does the applicant cite specific needs/strategies from the Spokane County Coordinated Public Transit-Human Services Transportation Plan (HSTP)? (20 points)
- **Performance Measures (capital projects only)- 15 points**
 - Does the agency explain what additions or changes will be made from the project? (5 points)
 - Does the agency provide a methodology to gather data regarding one-way trips provided annually for seniors and individuals with disabilities on 5310-funded vehicles? (10 points)
- **Performance Measures (operating projects only)- 15 points**
 - Does the agency describe how the project will increase or enhance the availability of transportation services? (5 points)

- Does the agency provide a methodology to gather data regarding one-way trips provided annually for seniors and individuals with disabilities on 5310-funded vehicles? (10 points)
- **Management- 20 points**
 - Does the agency adequately explain its experience in providing transportation services? (5 points)
 - Does the agency have a plan to continue this project or service after project expiration? (5 points)
 - Does the agency explain how it will manage grant funds and did the agency identify an individual to manage the project? (10 points)
- **Supplemental Information- 5 points**
 - Does the agency provide any supplemental information that enhances your understanding of the transportation needs addressed by the project, specific characteristics of the service provided, and the agency's role in regional planning, etc.? (5 points)

Awarding Funds

The STA Board of Directors will review and approve the award of projects to Section 5310 subrecipients. The approval process will include a public meeting/hearing which will give interested parties the opportunity to comment.

Once scoring is completed, STA planning staff will prepare a summary sheet for the STA Board Planning and Development (P&D) Committee to review. The P&D Committee will submit a recommendation to the full STA Board of Directors for approval. Upon approval, STA planning staff and contract staff will draft an agreement between STA and the subrecipient. The contracting process may take up to a month or more, depending on the availability of executives.

FTA Concurrence

If the Spokane Transit Authority (STA) does not receive sufficient applications for "Traditional" 5310 funding, STA will submit a certification to the FTA that there are no (or not sufficient enough) eligible subrecipients. STA will then award funding to Spokane Transit "Traditional" capital projects. STA may also submit eligible projects under the "Other" funding category.

After the Call for Projects and project screening process has completed, any remaining funds may be used by non-profits, local governments, and other public transportation providers for other 5310 capital or operating projects. These projects may include public transportation projects that exceed the requirements of ADA (Americans with Disabilities Act) Paratransit services but must be consistent with the needs and strategies outlined in the regional public transit-human services transportation plan (HSTP).

Returned Funds

If 5310 funds are returned and/or if the agreement is terminated, STA will notify FTA through a budget revision. These funds may be reallocated in the next Call for 5310 Projects.

Section 6 - Agreement Development

Agreements

Once the STA Board approves and awards subrecipients with 5310 funds, subrecipients will receive an award letter. STA will then begin working with the STA Contracts Specialist to draft an operating and/or capital agreement. Subrecipient will approve and sign the agreement, which will then be presented to STA's CEO for signature. The subrecipient will receive an executed copy of their agreement and STA will retain the original (**ATTACHMENT H**).

Pre-award Authority

Pre-award authority is given to subrecipients under specific and limited circumstances to incur costs for eligible projects before a grant is awarded by FTA. Below are requirements that apply to pre-award authority. (C9070.1G Pg. VIII-11)

1. Applicants must comply with all federal requirements, failure to do so will render a project ineligible for FTA financial assistance.
2. Reimbursement of pre-award costs is not guaranteed, and to be eligible for subsequent reimbursement, the project must have met all FTA statutory, procedural, and contractual requirements.
3. Pre-award funds are subject to the availability of funds and grant award.
4. Pre-award authority is triggered for certain projects when the agreement is approved by the Board and the following conditions are met:
 - a. STA has given approval for the subrecipient to use pre-award authority. Approval can be given through email to the subrecipient.
 - b. 5310 projects must be in the current annual STIP
 - c. 5310 apportionment must be published in Federal Register
 - d. The project must be categorically exempt as defined by FTA (mobility management and operating)
 - e. The subrecipient must be considered active under SAM and in good standing (not disbarred from federal grants)
 - f. Construction projects must have FTA environmental concurrence
5. FTA apportionment and Federal Register triggers pre-award authority for design and environmental work on the project

Subrecipients incur expenses under pre-award authority at their own risk. Although funds have been obligated to the project, there are certain federal and state requirements that are required to submit requests for reimbursement. Subrecipients will be responsible for any expenses incurred under pre-award authority that are not in compliance with the executed agreement.

FSRS (Federal Funding Accountability & Transparency Act)

FTA requires that recipients submit a report about each award over \$25,000 by the end of the month following the date of an executed agreement. Once STA submits an initial report, revisions can be made to add additional subawards or to change data previously submitted to reflect adjustments in subawards.

If STA allows a subrecipient to use pre-award authority, the deadline would be based on the date of the FTA obligation, since FSRS cannot accept subaward reports before the federal obligation is recorded in the system.

The required data elements in FSRS are:

- Name of entity receiving subaward Doing Business As (DBA) Name
- DUNS of the entity and its parent and DUNS+4 (is used to identify specific units within a larger entity)
- Amount of subaward
- Funding Agency
- Program Source
- Subaward number (Note: assigned by recipient)
- CFDA number (Note: The same CFDA associated with the FTA award)
- Place of performance (including congressional district)
- Total compensation and names of top five executives, if required (Note: Not typically required, with thresholds of \$25 million and 80 percent of total revenue coming from federal funds)
- Award title descriptive of the purpose of the funding action
- Location of the entity (including congressional district)
- Unique identifier of the entity and its parent

The amount that is to be reported for each subrecipient is the amount of the total subaward, not payments to date. Payment/drawdown information is not included in the data fields requested. (C9070.1G pg. VI-14)

Section 7 - Program Management

Spokane Transit Authority will develop and execute grant agreements with each subrecipient selected to receive funding from the Section 5310 program. The amount, type (capital, operating, or planning), and the period of performance (term) will be included. Any expenses incurred in excess of the budgeted amounts are the sole responsibility of the subrecipient and are not eligible for reimbursement.

Spokane Transit Authority will be responsible for processing all reports, plans, and certifications required by the Federal Transit Administration (FTA). The Project Manager will oversee all aspects of grant management and sub-recipient compliance with federal requirements through regular review of invoices, reports, correspondence, and periodic site visits according to the Subrecipient Monitoring and Oversight Procedures (**ATTACHMENT E**).

Procurement

Each recipient, including subrecipients, of FTA seeking Federal assistance to acquire property or services in support of its proposed project is required to certify (in accordance with 49 CFR part 18.36) that its procurement procedures will comply with all applicable Federal laws, regulations, and directives - except to the extent FTA has expressly approved otherwise, in

writing. STA will directly facilitate all procurements for Section 5310 vehicles. A certification of compliance will be incorporated into the 5310 application and subrecipient agreement with the Spokane Transit Authority.

Financial Management

Spokane Transit Authority complies with all applicable standards set forth in 2 CFR 200 and guidance in the FTA “Grant Management Guidelines” FTA C 5010.1 (Circular 5010-1E – as revised on March 21, 2017) with regard to accounting records, internal controls, budget control, financial management systems, cost standards, financial reporting requirements, and annual audits. Subrecipients must agree to establish and maintain an accounting system that accurately tracks itemized project costs by line item.

Property Management

Subrecipients are responsible for all normal maintenance and upkeep on any vehicles or equipment purchased with Section 5310 funds. Vehicle and equipment use and maintenance requirements are specified in the subrecipient agreement.

STA will maintain an inventory of all Section 5310 property purchased and will request periodic reports from subrecipients to keep this inventory current. STA staff may also perform site visits to inspect vehicles and equipment.

Vehicle Use

FTA encourages maximum use of vehicles funded under the Section 5310 programs. Vehicles are to be used first for program-related needs for which the grant is made and then to meet other transportation needs of other federal programs or project needs, provided that they do not interfere with the project activities originally funded. If any vehicles are to be removed from service prior to the end of their useful life, the subrecipient must notify Spokane Transit prior to doing so.

Useful Life

STA adheres to the vehicle useful life criteria that are detailed in the current FTA Circular 5010.1E, Grant Management Requirements.

Buses:

1. Large, heavy-duty transit buses including over-the-road buses (approximately 35' – 40' or larger including articulated buses):
At least 12 years of service or an accumulation of at least 500,000 miles.
2. 2 Small size, heavy-duty transit buses:
At least 10 years or an accumulation of at least 350,000 miles.
3. 3 Medium-size, medium-duty transit buses:
At least seven years or an accumulation of at least 200,000 miles.
4. 4 Medium-size, light-duty transit buses:
At least five years or an accumulation of at least 150,000 miles.

Light Duty Vehicles (Vans)

Other light-duty vehicles used as equipment and to transport passengers (revenue service), such as regular and specialized vans, sedans, and light-duty buses including all bus models exempt from testing in the current 49 CFR part 665 have a useful service life of at least four years or an accumulation of at least 100,000 miles, whichever comes first. (C5010.1E Pg. IV-25)

Vehicle Title

STA will have continuing control over the vehicles and accepts the responsibility of ensuring that the subrecipient will continue to use the vehicle for a public transit benefit. Public benefit is defined under the Section 5310 Program as “transporting seniors and individuals with disabilities”. During the useful life of the vehicle, STA will be listed as the legal owner on the vehicle’s title and the subrecipient will be the registered owner. Once the useful service life requirement has been satisfied, STA will transfer title of the vehicle to the subrecipient.

Vehicle Agreement Requirements

The following vehicle requirements are included in the subrecipient agreement:

- A. **Procurement.** To assist the Subrecipient in complying with all procurement regulations required under the Grant, STA will procure the vehicle on behalf of the Subrecipient. STA shall work with the Subrecipient to select the appropriate vehicle, including necessary options and/or equipment, to meet the needs of the Subrecipient. Prior to placing any vehicle order, the Subrecipient shall provide STA with written approval of the configuration and options selected for the Vehicle.
- B. **Inspection & Acceptance.** Within five (5) business days, or as agreed to between the Parties, not to exceed ten (10) calendar days, of delivery of the Vehicle to STA, the Subrecipient shall inspect the Vehicle at STA. The Subrecipient shall have three (3) business days from Vehicle delivery to either accept or reject the Vehicle. If rejected, the Subrecipient shall provide a written notice specifying the Vehicle deficiencies to STA. STA shall report such deficiencies to the vendor and allow the vendor a reasonable amount of time to cure the deficiencies or defect. Upon receipt and acceptance of Vehicle, the Subrecipient agrees that it has fully inspected the Vehicle and accepts it as suitable for the purpose under this Agreement, as being in good condition and state of good repair and that the Subrecipient is satisfied with the Vehicle and that the Vehicle complies with all applicable regulations, rules, and laws.
- C. **Vendor Payment.** Following delivery and mutual acceptance of the vehicle by STA and the Subrecipient, STA shall pay all sums due the vendor for the Vehicle delivered.
- D. **Vehicle Cost Reimbursement.** For the total delivered purchase price of the vehicle (“Cost”), STA shall seek reimbursement for eighty percent (80%) of the Cost from FTA and twenty percent (20%) of the Cost from the Subrecipient. The purchase of an ADA compliant vehicle is eligible for an eighty-five percent (85%) reimbursement of the total purchase price from FTA, with fifteen percent (15%) of the cost from the subrecipient. The Subrecipient shall

reimburse STA as invoiced within ten (10) days of receipt of invoice for its twenty percent (20%) share of the Cost.

- E. Title of Ownership. The Subrecipient shall be responsible for correctly titling the Vehicle. Such title shall designate STA as the legal owner and the Subrecipient as the registered owner throughout the Project Period. Subject to the Subrecipient's compliance with all terms and conditions of this Agreement, STA shall release the interest of ownership of the Vehicle to the Subrecipient in writing thirty (30) days following the end of the "useful life" of the Vehicle, defined as four (4) years of active service, or an accumulation of at least 100,000 miles (FTA Circular 5010.1E, Rev. 2, or as amended). The Subrecipient shall complete the transfer of title within five (5) days of receipt of STA's release of interest in accordance with State of Washington Department of Licensing requirements.
- F. Licensing. The Subrecipient shall be responsible for registration and licensing of the Vehicle, including maintaining registration throughout the term of this Agreement, including all costs related thereto. Such costs are not eligible for reimbursement under the Grant.
- G. Miscellaneous Charges and Conditions. The Subrecipient shall pay and be solely responsible for all storage charges, parking charges, late fees, and fines, as well as any fees (including, but not limited to, vehicle registration, license, safety and emission control inspection fees), and taxes, except applicable state sales or use tax, which may be imposed with respect to the Vehicle by a duly constituted governmental authority as the result of the Subrecipient's use or intended use of the Vehicle. Required visual and road test inspection fees on vehicles for acceptance and software licensing use fees are eligible for reimbursement. All replacements, repairs, or substitutions of parts or Vehicle shall be at the cost and expense of the Subrecipient.
- H. Maintenance & Inspection.
 - a. Maintenance. The Subrecipient shall make all necessary repairs and reasonably maintain the Vehicle to assure it remains in good and operational condition for the useful life of the Vehicle. All service, materials, and repairs in connection with the use and operation of the Vehicle during its useful life shall be at the Subrecipient's expense. The Subrecipient agrees to, at a minimum, service the Vehicle and replace parts at intervals recommended in the manual provided by the Vehicle manufacturer, or sooner if needed. The Subrecipient shall take the Vehicle to an appropriate service and repair facility for any service and repair under the manufacturer's warranty. STA shall not be liable for repairs. The Subrecipient shall retain records of all maintenance and parts replacement performed on the Vehicle in accordance with Section 18, Audits, Inspection, and Retention of Records. The Subrecipient shall provide copies of such records to STA upon request.
 - b. Inspections. STA will conduct site visits to inspect the Vehicle and review maintenance records and vehicle logs. If STA determines the vehicle is not maintained in accordance with Section 8.H.1), STA shall require the Subrecipient to submit to STA within thirty (30) days of receipt of such determination, a vehicle maintenance remediation plan. Following acceptance of such plan by STA, STA will conduct a site visit to ensure the Vehicle is being maintained per the approved plan. If Subrecipient does not implement, or meet the requirements of, the approved

vehicle maintenance remediation plan, STA may require the Subrecipient to return the Vehicle to STA.

- I. Damage or Loss. The Subrecipient must report any damage occurring to the Vehicle to STA within five (5) days of occurrence, and:
 - a. The Subrecipient, at its own expense, shall cover any loss, theft, damage, or destruction of the Vehicle using either of the following methods:
 - i. The Subrecipient shall maintain comprehensive and collision insurance for vehicles and property insurance for non-vehicle equipment adequate to cover the entire value of the Vehicle and any related equipment. The Subrecipient shall supply a Certificate of Insurance specifying such coverage to STA prior of release of the Vehicle to Subrecipient, and supply proof of renewal, annually thereafter; or
 - ii. The Subrecipient shall provide a written certificate of self-insurance to STA prior to release of the Vehicle to Subrecipient, and annually thereafter. The Subrecipient will cover from its own resources the costs of repairing or replacing any Vehicle and any related equipment, if it is stolen, damaged, or destroyed in any manner.
 - b. If the damage to the Vehicle and related equipment does not result in a total loss, payments for damage shall be paid directly to the Subrecipient. The Subrecipient shall, within thirty (30) days, either:
 - i. Devote all of the insurance proceeds received to repair the Vehicle and place it back in service, and the Subrecipient shall, at its own expense, pay any portion of the cost of repair which is not covered by insurance; or
 - ii. In the event the Subrecipient is certified for self-insurance, devote all funds necessary to repair the Vehicle and related equipment and place it back into service.
 - c. If the Vehicle is a total loss, either by theft or damage, the insurance proceeds or equivalent shall be paid directly to STA. The Subrecipient shall within sixty (60) days of loss, theft, or damage, notify STA that it either:
 - i. Intends to replace the lost Vehicle; or
 - ii. Does not intend to replace the lost Vehicle.
 - d. If STA determines that the total loss occurred under circumstances in which the Subrecipient fulfilled its obligations under this Agreement then STA will either pay, or rebate, to the STA its proportionate share of such proceeds paid to STA.
 - e. Coverage, if obtained or provided by the Subrecipient in compliance with this section, shall not be deemed as having relieved the Subrecipient of any liability in excess of such coverage as required by the limitation of liability section of this Agreement, or otherwise.
- J. Liability Insurance. The Subrecipient shall maintain automobile liability insurance in accordance with the requirements of the State of Washington. Prior to release of Vehicle to Subrecipient, Subrecipient shall provide evidence of such coverage to STA, and at any time a change in such coverage occurs, including renewal, modification, or cancellation of such coverage.

- K. **Change of Use.** If the Subrecipient desires to repurpose the Vehicle for use other than described in the Scope of Work, Subrecipient shall provide STA written notification thereof within five (5) days of such determination by Subrecipient. STA may approve or deny repurposing of the Vehicle, in its sole discretion and shall provide the Subrecipient with written notice of its decision. In the event such repurposing is denied, STA may assign the Vehicle to another eligible service provider.
- L. **Sale.** If the Subrecipient sells the Vehicle for a price greater than \$5,000.00 (five-thousand dollars) following the Vehicle reaching its minimum useful life and legal ownership of the Vehicle has been transferred to the Subrecipient, a partial return of Grant funds to FTA may be required as outlined in FTA Circular 5010.1E, Rev. 2, or as amended.

The Spokane Transit Authority will document the title transfer in accordance with FTA reporting requirements.

Maintenance and Disposition

Vehicles and equipment must be maintained in good operating order and subrecipients must follow the manufacturer's suggested maintenance schedules. Spokane Transit Authority and its subrecipients will follow all required vehicle and equipment management and disposition procedures and guidance under the common rule found in 49 CFR 18.32 and applicable guidance in the current FTA Circular 9030.1E.

The subrecipient maintains responsibility for the repairs and maintenance of the vehicles and any extended or additional warranties must be reported to STA (FY2020 Contractors Manual 8-12). This includes warranty claims, warranty repairs, proof of claim submittal(s) to manufacturers, and any steps taken to follow up on unpaid claims.

Accounting Systems

The subrecipient must agree to establish an accounting system that will include a separate set of account for the 5310 funded project(s). The subrecipient also agrees to maintain all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related to, in whole or in part, the project so that they may be clearly identified, readily accessible, and available to Spokane Transit or FTA upon request.

The subrecipient must agree to retain all data, documents, reports, records, contracts, and supporting materials relating to the project throughout the course of the grant and for a period of three years after the date of the final expenditure report submission to FTA. This information may be accessed by the designated recipient, U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives.

Audit

Spokane Transit Authority ensures that audits will be performed pursuant to the requirements of Super Circular 2 CFR Part 200 Section F (or Circular A-133 for fiscal years ending in FY2015) and to resolve audit findings and bring problems to FTA's attention. Subrecipients receiving \$750,000 or more in all federal sources in a single fiscal year (\$500,000 or more for the fiscal

year ending in FFY2015) will be required to obtain a Federal single audit and provide a copy to Spokane Transit Authority for review.

Administrative Costs – STA & Subrecipients

Spokane Transit Authority

Allowable administrative costs may include general administrative costs directly attributed to the 5310 project(s), staff salaries, office supplies, and development of specifications for vehicles and equipment. Spokane Transit Authority (STA) administrative activities may include technical assistance and other planning activities.

Examples of eligible administrative expenses include:

- Assisting with the update of the *Spokane County Coordinated Public Transit-Human Services Transportation Plan – (HSTP)*, as needed.
- Conducting the competitive selection process for Section 5310 applications.
- Providing technical assistance to applicants and subrecipients.
- Grant management, ongoing administration, and monitoring of subrecipients, including non-profits and other government entities.

Subrecipient Administrative Costs

Subrecipients may include certain pre-approved administrative costs in their Section 5310 funding application(s). This may include administrative expenses that are directly attributed to project delivery such as project delivery, oversight, and compliance activities. All administrative costs must be supported by documentation (e.g. timesheets, invoices, and/or direct allocation plans) to be considered for reimbursement. Spokane Transit Authority (STA) has decided not to include indirect expenses in its FTA application – therefore, subrecipient indirect costs will not be funded by STA.

Subrecipients are encouraged to contact STA planning staff during the application process for further clarification on allowable administrative expenses.

Subrecipient Project Closeout

Spokane Transit Authority (STA) will initiate project closeout with subrecipients within 90 days after all work activities are complete and all funds are expended. STA will then initiate the full POP closeout with FTA within 90 days after all work activities contained within are completed. A final Federal Financial Report, final budget, and POP will be submitted electronically via the electronic grant management system at the time of closeout. (C9070.1G Pg. VI-15)

Grant closeout procedures

Any deviation from the approved Section 5310 award must be documented in the closeout. STA will initiate the closeout electronically, by submitting the following information in TrAMS, as part of the closeout process: (C5010.1E Pg. III-19). This will include:

- Confirmation that activities are complete and if closeout Amendment will de-obligate any unexpended balance of federal assistance.
- A list of property acquired or improved in support of the Award that will continue to be within the purview of the Grant or Cooperative Agreement.
- A final, reconciled Award Budget reflecting actual Project costs by scope code and activity, reflecting adjustments to the federal and non-federal amounts.
- A final FFR, consistent with the reconciled Award Budget (e.g., de-obligation).
- A final narrative MPR indicating the actual completion date of each ALI and a discussion of each ALI contained in the final Award Budget.
- Any other documentation or reports required as part of the terms and conditions of the Grant or Cooperative Agreement.

Section 8 - Program Measures

Project Reporting and Monitoring

Subrecipients will be required to submit to Spokane Transit Authority (STA), on a periodic basis, certain project data, budget, and statistical information, to be outlined in the agreement. This information will allow STA to properly monitor subrecipients for compliance with federal requirements. Subrecipients will be required to contact STA immediately if they experience any material project or budget changes from the originally outlined project application or sub-agreement. Any significant changes to project scope or budget require prior approval from STA.

FTA Performance Measures

FTA requires Spokane Transit to submit Section 5310 performance measures, targeted to capture overarching program information, as part of its annual report submitted to FTA. The following indicators will be used to measure the projected and actual service impacts based on the project type:

For 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 individuals 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 annually for seniors and individuals with disabilities on Section 5310-supported vehicles and services as a result of traditional Section 5310 projects implemented in the current reporting year."
3. Quarterly Reports: Quarterly progress reports shall be submitted for the duration of the Agreement period, STA will provide subrecipients a template (**ATTACHMENT I**). Those reports include, but are not limited to:

- Project Passenger Trips Provided
- Project Service Hours Provided
- Project Revenue Service Miles Provided
- Narrative Progress Report
- Financial Status/Summaries of the Project

For Other Section 5310 Projects:

1. “Service Improvements: Increases or enhancements related to geographic coverage, service quality, and/or service times 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.”
2. “Physical Improvements: 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. “Ridership: 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.”
4. Quarterly Reports: Quarterly progress reports shall be submitted for the duration of the Agreement period, STA will provide subrecipients a template (**ATTACHMENT I**). Those reports include, but are not limited to:
 - Project Passenger Trips Provided
 - Project Service Hours Provided
 - Project Revenue Service Miles Provided
 - Narrative Progress Report
 - Financial Status/Summaries of the Project

Section 9 - Civil Rights and ADA Reporting

In order to receive federal funding, Spokane Transit Authority (STA) is required to implement a Title VI program which is to be updated no less than every three years per the guidance of FTA C 4702.1B. This program can be found on the STA website and is a required part of the training for all public facing employees. Subrecipients awarded 5310 funding must submit Title VI Programs to STA in order to assist in compliance efforts.

Title VI Plan Requirements

- Subrecipients shall submit Title VI Programs to STA to assist with compliance efforts.
- Subrecipients may choose to adopt STA's notice to beneficiaries, complaint procedures and complaint form, public participation plan, and language assistance plan where appropriate.

- Operational differences between the primary recipient and subrecipient may require, in some instances, that the subrecipient tailor its language assistance plan.
- Subrecipients shall submit a copy of the board resolution, meeting minutes, or similar documentation as evidence that the Title VI Plan has been approved.
- Subrecipients shall develop and submit to the primary recipient a list of complaints, investigations, or lawsuits.
- Subrecipients that have transit-related non-elected planning boards, advisory councils, or committees, the membership of which is selected by the subrecipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.
- Subrecipients must submit all the above information to STA on schedule and may be electronic at the option of the primary recipient.

Title VI Plan Contents

Every Title VI Plan shall include the following information (C4702.1B Pg. III-2):

- (1) A copy of the subrecipient's public notice that indicates they comply with Title VI and informs members of the public of their protections against discrimination afforded to them by Title VI.
 - a. Include a list of locations where the notice is posted.
- (2) A copy of the recipient's instructions to the public regarding how to file a Title VI discrimination complaint, including a copy of the complaint form.
- (3) A list of any public transportation-related Title VI investigations, complaints, or lawsuits filed with the recipient since the time of the last submission.
 - a. This list should include only those investigations, complaints, or lawsuits that pertain to allegations of discrimination on the basis of race, color, and/or national origin in transit-related activities and programs and that pertain to the recipient submitting the report, not necessarily the larger agency or department of which the recipient is a part.
- (4) A public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made since the last Title VI Program submission. A subrecipient's targeted public participation plan for minority populations may be part of efforts that extend more broadly to include other constituencies that are traditionally underserved, such as people with disabilities, low-income populations, and others
- (5) A copy of the recipient's plan for providing language assistance to persons with limited English proficiency, based on the DOT LEP Guidance.
- (6) Subrecipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar bodies, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees or councils.

- (7) Primary recipients shall include a narrative or description of efforts the primary recipient uses to ensure subrecipients are complying with Title VI, as well as a schedule of subrecipient Title VI program submissions.
- (8) If the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc., the recipient shall include a copy of the Title VI equity analysis conducted during the planning stage with regard to the location of the facility.
- (9) Additional information as specified in chapters IV, V, and VI, depending on whether the recipient is a fixed route transit provider, a State, or an MPO.

Spokane Transit staff will provide technical assistance to subrecipients to ensure compliance. Subrecipients are provided with templates, checklists, and other resources needed to write, adopt and implement a Title VI Program. As part of developing the 5310 agreement, STA will meet with each subrecipient to ensure subrecipients are familiar with their responsibilities under the agreement. STA will aid subrecipients with these requirements in the following ways:

- **Clauses:** STA will include federal civil rights program clauses in all applicable agreements.
- **DBE Program:** DBE clauses will be included in all subrecipient agreements (along with any third party contracts the subrecipient will enter into as part of the grant project). If a DBE is used for a subrecipient's project, STA will include DBE information in STA's report submission to the FTA. If the subrecipient awards a contract that has a DBE participant, STA will review, the subrecipient's certified payrolls, affidavit of wages paid and also prompt pay for DBEs.
- **EEO Program:** STA will require that any subrecipients that receive capital or operating assistance in excess of \$1 million or planning assistance in the excess of \$250,000 and employ 50 or more transit-related employees must submit to STA an EEO plan, with program updates required every three years. On a monthly basis, subrecipients (who meet the criteria) will be required to report to STA any EEO complaints received. STA will work with subrecipients to investigate and address complaints as appropriate.
- **Title VI Program:** Title VI Program clauses will be included in all subrecipient agreements and required for all third party contracts the subrecipient enters into as part of the grant project. All applicable subrecipients will submit a copy of their Title VI program for STA during the initial application review. The program should be compliant with all FTA general requirements. In addition, STA will also require each subrecipient to cooperate with STA in investigations, complaints, and lawsuits.

STA agrees to comply, and assures the compliance of each third-party contactor and each subrecipient with all of the following requirements under Title VI of the Civil Rights Act of 1964:

- Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000d et seq.)

- U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil Rights Act,” 49 CFR part 21
- FTA Circular 4702.1B “Title VI Requirements and Guidelines for Federal Transit Administration Recipients.”
- U.S. DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons (70 FR 74087, December 14, 2005)
- FTA Circular 4703.1 “Environmental Justice Policy Guidance for Federal Transit Administration Recipients.”
- U.S. DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations

As part of developing an Section 5310 agreement, STA will meet with each subrecipient to review and discuss applicable Section 504 and ADA requirements.

Section 10 - Other Provisions

Grant Recipients will ensure compliance with all applicable federal regulations throughout the length of the project to include the following:

Transfer of Funds

Safeguards will be followed to ensure that any transferred funds are used solely for Section 5310 projects. Funds transferred to other FTA programs are not permitted. Funds apportioned to large UZAs may not be transferred to other areas within the program, such as small UZAs or rural areas, but the State may transfer funds from small UZAs and rural areas to large UZAs if the State has established a statewide program for meeting the objectives of the Section 5310 program. STA may only transfer apportioned funds after consulting with responsible local officials, publicly owned operators of public transportation, and nonprofit providers in the area from which the funds to be transferred were originally apportioned.

Environmental Protection

The Federal Transit Administration (FTA) has stated that most projects and activities funded through the Section 5310 program do not normally involve significant environmental impacts and are termed “categorical exclusions (CEs).” Projects that have been categorically excluded are exempt from the requirement to prepare an environmental assessment. Spokane Transit Authority (STA) will certify to FTA in the annual Certifications and Assurances that all projects in its application for Section 5310 funds are CEs under 23 CFR 771.117(c), unless otherwise noted.

For projects that will likely qualify as a CE under 23 CFR 771.117(d), including projects involving construction or expansion of facilities, STA and its subrecipients will provide documentation to FTA for approval that clearly demonstrates that the stated conditions or criteria are met and that no significant adverse effects will result from the project. For any projects awarded Section 5310 funding found not to be a CE, STA and its subrecipients will consult with FTA to complete all

necessary documentation and reviews to conform to applicable environmental protections as required.

Buy America

49 U.S.C. 5323(j) provides that, with exceptions, federal funds may not be obligated for public transportation projects unless steel, iron, and manufactured products used in such projects are produced in the United States. Buy America requirements apply to all purchases, including materials or supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently \$150,000). Spokane Transit Authority will conform to FTA regulations, 49 CFR part 661, and any amendments thereto.

Pre-award and Post-delivery Reviews

The Federal Transit Administration (FTA) requires grant recipients purchasing a certain number of revenue passenger rolling stock to undertake reviews of the rolling stock before the award of the contract and following delivery of the vehicles. The intention is to improve compliance with Buy America requirements, the grantee's bid specifications, and Federal Motor Vehicle Safety Standards. The requirement to undertake the pre-award and post-delivery reviews arises from 49 U.S.C. 5323(m) and is specified in FTA regulations at 49 CFR part 663. Compliance will be certified on STA's Annual List of Certifications and Assurances.

Restrictions on Lobbying

As a recipient of more than \$100,000 in FTA assistance, Spokane Transit Authority certifies that it will not use federal assistance to influence any member of congress or an officer or employee of any agency in connection with the making of any federal contract, grant, or cooperative agreement.

Prohibition on Exclusive School Transportation

FTA funds are prohibited from being used for exclusive school bus transportation for school students and school personnel. Spokane Transit Authority, as well as subrecipients, will be required to comply with 49 U.S.C. 5323(f), and FTA regulation, "School Bus Operations (49 CFR part 605). Federal Transit Administration recipients may operate multi-functional vehicles which meet the safety requirements for school transportation but may not provide exclusive school service.

Drug and Alcohol Testing

Recipients or subrecipients that receive only Section 5310 assistance are not subject to FTA's Drug and Alcohol testing regulations, but must comply with the Federal Motor Carrier Safety Administration (FMCSA) regulations for employees who hold Commercial Driver's Licenses (CDLs) (49 CFR part 382). Spokane Transit Authority maintains an alcohol and drug-free workplace and has an anti-drug policy in accordance with the Drug-Free Workplace Act of 1988.

Attachments

The following list of attachments are incorporated by reference in the Spokane Transit Authority Section 5310 Program Management Plan. Please note that these documents include samples and are subject to revision on an annual basis.

ATTACHMENT A: UZA Map

ATTACHMENT B: Section 5310 Designated Recipient Authorization

ATTACHMENT C: Informational Meeting Materials (SAMPLE)

ATTACHMENT D: 5310 Application Template (SAMPLE)

ATTACHMENT E: Subrecipient Monitoring and Oversight Procedures (SAMPLE)

ATTACHMENT F: Subrecipient Risk Assessment Example

ATTACHMENT G: Applications Scoring Criteria (SAMPLE)

ATTACHMENT H: Agreement Templates (SAMPLE)

ATTACHMENT I: Subrecipient Quarterly Report Template (SAMPLE)

SUBJECT AREA COUNTIES ON MAP SHEET
53063 Spokane

OFF-RESERVATION TRUST LAND NAMES
T1735 Kallispel
T3240 Nookane

U/A NAME: Spokane, WA
U/A CODE: 83764
ENTITY TYPE: Unincorporated Area (U/A)
S1: Washington (2)

PARENT SHEET 1

CHRISTINE O. GREGOIRE
Governor



NC
JW

STATE OF WASHINGTON
OFFICE OF THE GOVERNOR

P.O. Box 40002 • Olympia, Washington 98504-0002 • (360) 753-6780 • www.governor.wa.gov

December 20, 2012

Mr. Richard Krochalis
Regional Administrator
Federal Transit Administration
Jackson Federal Building
915 Second Avenue, Suite 342
Seattle, WA 98174-1002

Dear Mr. Krochalis:

In accordance with the Federal Transit Act [49 USC Section 5302(4)], this letter identifies the Spokane Transit Authority as the designated recipient of FTA Section 5310 funds, for the Spokane urbanized area. This designation follows the concurrence of the Spokane Regional Transportation Council as the federally designated Metropolitan Planning Organization for Spokane County.

Sincerely,

A handwritten signature in cursive script that reads "Chris Gregoire".

Christine O. Gregoire
Governor

cc: E. Susan Meyer, CEO, Spokane Transit Authority
Kevin Wallace, Executive Director, Spokane Regional Transportation Council
Paula Hammond, Secretary, Washington State Department of Transportation

DEC 26 2012 AM 11:30





Federal Transit Administration Section 5310 Call for Projects Informational Meeting May 18, 2020

CONTACT INFORMATION

Madeline Arredondo

Assistant Transit Planner

marredondo@spokanetransit.com



Program Introduction

- What is Section 5310 funding?
 - Federal Transit Administration (FTA) allocates funding to our region.
 - STA is a designated recipient and works with non-profits and other agencies
 - Non-profits and other agencies apply for funding for projects that provide access to transportation for seniors and individuals with disabilities

Section 5310 Summary

- Goal of program is to improve mobility for seniors and people with disabilities by expanding transportation options
- FTA requirement is that a minimum of 55% of allocation be spent on “Traditional” projects and remaining 45% be spent on “Other” projects
 - Operating Projects: 50% federal and 50% local match
 - Capital Projects: 80% federal and 20% local match
- Available Funds \$510,414
 - \$225,728 must be spent on “Traditional” projects
 - \$184,686 may be spent on “Other” projects
 - \$100,000 may be spent on either category

FTA 5310 Requirements

- Projects must be identified in the Spokane Regional Transportation Council Human Services Coordinated Transportation Plan
- Projects must be targeted for seniors and people with disabilities
- Minimum of 55% of allocation must be spent on traditional capital projects.
- Projects must begin or end in urbanized area
- Must have measurable benefit

Eligible Traditional Projects

(55% of grant)

- Purchase New ADA Accessible Vehicle
- Acquisition of transportation services under a contract, including operating projects
- ADA Improvements such as, sidewalks, curb ramps, signage, etc.
- Support for Mobility Management and Coordination Programs*

*Mobility Management means coordinating or managing activities and projects among different agencies providing public transportation or other transportation services. This is meant to increase coordination of services and communication among different transportation agencies, which will improve service delivery and customer/client accessibility of services.

Eligible Other Projects

(45% of grant)

- Paid or Volunteer driver programs that provide transportation to seniors and/or people with disabilities.
- Travel Training programs for riding fixed-route public transit, aimed at seniors or disabled individuals who currently rely on Paratransit or similar transportation services.
- Capital or operating project that is implemented by a jurisdiction.

Section 5310 Timeline

Date	Action
May 8, 2020	Issued Call for Projects (Posted on STA and SRTC websites, published in paper, direct mailings to eligible applicants)
May 18, 2020	Informational meeting for interested applicants
June 1, 2020	Project applications due
July 1, 2020	Present to Planning and Development Committee for recommendation of prioritized list for funding
July 16, 2020	STA Board takes action on recommended project applications.

Subrecipient Requirements

- Quarterly Reports
- Title VI Plan adoption
- Buy America, Disadvantaged Business Enterprise, Prompt Pay (Capital Projects only)
- If using indirect costs, cost allocation plan must be submitted annually (approved by cognizant agency)
- Annual Independent Audit Statement
- Backup detail for all invoices including methodology

Project Scoring Criteria

- Does the applicant provide an adequate description of the project?
- Does the project address specific needs/strategies from the Human Services Transportation Plan?
- Number of seniors and/or individuals with disabilities that benefit from the project funding
- How does the applicant intend to measure the benefit provided by the project?
 - Data gathering capabilities
- Ability to implement the project
 - How complete is the budget?

QUESTIONS?

Presentation slides and application can be found at:
<https://www.spokanetransit.com/about-sta/5310-informational-meeting>



Thank You!

CONTACT INFORMATION

Madeline Arredondo

Assistant Transit Planner

marredondo@spokanetransit.com

Spokane Transit Authority

Subrecipient Monitoring and Oversight Procedures

These procedures are for Spokane Transit to monitor subrecipients. Below is a list of checklists that are applicable to all subrecipient projects and checklists that are applicable depending on the type of project.

- Title VI – All projects (Appendix 1)
- DBE - All projects (Appendix 2)
- Construction – Construction only projects (Appendix 3)
- Vehicle procurement – Vehicle projects (Appendix 4)

Grant Application Phase

Grant Application Requirements for Subrecipients

- Depending on the requested funding amount the subrecipient must submit with the application signed certificates for suspension and debarment, lobbying and DBE. All subrecipients must sign the DBE and Title VI certification. Applicants submitting construction and vehicle procurement projects must also sign the Buy America certification.
- STA will review and verify that the subrecipient has adequate local and eligible match for the project. This can be done through review of the subrecipient's annual budget and/or single audit or a letter certifying that the local match is secured.
- STA will review applications to ensure that the subrecipient has the technical capacity to implement the project. This can be verified either by the thoroughness of the application or meeting with the applicants or review of previous experience.
- The subrecipient must provide the DUNS number and EIN for their organization during the application process (DUNS: FTA C 9030.1E VI-10).
- For vehicle purchase projects the vehicle size, type and fuel must be included in the application.
- A project budget is required to be submitted by the subrecipient at time of application.
- Projects that use in-kind or volunteer match the rate of reimbursement must be identified either in the project application phase, grant agreement or by a letter provided by the subrecipient.
- A subrecipient may request reimbursement for indirect costs associated with the project. The subrecipient must identify (yes or no) the use of an indirect expense in the project application phase, in the grant agreement or in a letter provided by the subrecipient. There are two eligible indirect cost reimbursement alternatives as listed below (2 CFR § 200.331),

- A negotiated indirect cost rate and cost allocation plan.
- De minimis indirect cost rate of up to 10% of the project direct cost.
- The subrecipient cannot exceed the match rate as authorized by FTA under the appropriate grant program.

Risk Assessment

- STA will conduct a risk assessment on each subrecipient during the application process to evaluate each subrecipient's risk of noncompliance with federal statutes, regulations and terms and conditions of the subaward as required by § 200.331 (6). The risk assessment results will determine the appropriate level of subrecipient monitoring.

Prior to Grant Award

System of Award Management (SAM)

- Prior to award of funds STA will verify in the System of Award Management (SAM) website that the subrecipient is not debarred.

Grant Agreement

Agreement Requirements

- Spokane Transit agrees to adopt the annual certifications and assurances on behalf of subrecipients. The requirements of the certifications and assurances are passed to the subrecipient through the agreement and grant requirements imposed.
- The agreement between STA and the subrecipient must include requirements to follow all Federal Transit Administration (FTA) clauses. Including as required by 2 CFR § 200.331 as follows:

Federal Award Identification.

- (i) Subrecipient name (which must match registered name in DUNS);
- (ii) Subrecipient's DUNS number (see §200.32 Data Universal Numbering System (DUNS) number);
- (iii) Federal Award Identification Number (FAIN);
- (iv) Federal Award Date (see §200.39 Federal award date);
- (v) Subaward Period of Performance Start and End Date;
- (vi) Amount of Federal Funds Obligated by this action;
- (vii) Total Amount of Federal Funds Obligated to the subrecipient;
- (viii) Total Amount of the Federal Award;
- (ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);

- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official,
- (xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
- (xii) Identification of whether the award is R&D; and
- (xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).

Post Grant Award /Execution of Grant Agreement

FSRS Reporting

- Spokane Transit will report the subawards in the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) once the agreements have been executed. This report is due by the end of the month after Spokane Transit makes the sub-award (when a grant agreement is signed) (FTA C 9030.1E VI-11).
- FSRS reporting is also required for subrecipient vehicle purchase projects even when purchased from the Washington State contract (FTA C 9030.1E VI-11).

Equal Employment Opportunity (EEO)

- A full EEO program the subrecipient fulfills both of the following conditions:
 - A subrecipient employs both 100 or more transit-related employees and
 - Requests in excess of \$1 million in capital/operating assistance in federal funds the previous federal fiscal year or requests or receives in excess of \$250,000 in planning assistance. (FTA C 4704.1A page 1-3)
- An abbreviated EEO plan is required if the subrecipient fulfills both of the following conditions:
 - The subrecipient employs between 50-99 transit-related employees and
 - Requests or receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year or requests or receives planning assistance in excess of \$250,000. (FTA C 4704.1A page 1-3)

Drug and Alcohol

- If a subrecipient receives funding under 49 U.S.C. 5307, 5309 or 5311 and has safety sensitive positions (as defined by 49 CFR Part 655) conducting the work funded by the subaward then Drug and Alcohol Testing may be required (FTA C 9030.1E VII-7).
- Subrecipients and contractors are not required to have an on-going drug-free awareness program (Comprehensive Review Guide page 395 and FTA C 9030.1E VII-8).

DBE

- All subrecipients, Prime Subcontractors must sign the DBE certificate. Subcontractors of subrecipients must sign DBE certificates as well. Subrecipients must also identify and report contracted DBE firms to Spokane Transit. Please see more detail in the DBE checklist, Exhibit 2.

Title VI Requirements

Ongoing Title VI Requirements upon execution of Grant Agreement

- All applicants must sign a Title VI certification with their application. Please see more detail in the Title VI checklist, Exhibit 1.
- Subrecipients are expected to submit their Title VI Program to STA within 90 days after execution of the grant agreement (may be extended upon subrecipient and Spokane Transit approval). Reimbursements are not eligible until the Title VI Program is approved by STA.
- The subrecipient may choose to adopt STA's notice to beneficiaries, complaint procedures and complaint form, public participation plan, and language assistance plan where appropriate. The subrecipient can modify when necessary.

Charter

- If a subrecipient provides service for elderly, persons with disabilities and low-income individuals, this service is considered exempt from Charter.

Independent Audit Reports

- If the subrecipient expends over \$750,000 in federal funds in a calendar year, then the subrecipient is required to have an annual independent audit (2 CFR Part 200 Subpart F and OMB Circular A-133). STA will either request a copy of the audit or review during annual site visit.

Quarterly Reports

- The subrecipient is required to submit to Spokane Transit a milestone progress report and a financial report as detailed in the agreement. Below are the dates that these reports are due.

Federal Fiscal Year Quarterly Reporting				
Federal Quarter	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Reporting Period	Oct. 1 - Dec. 31	Jan. 1 - Mar. 31	April 1 - June 31	July 1 -Sept. 31
Due Date	January 30th	April 30th	July 30th	October 30th

The FFR and MPR should discuss at a minimum, the status of the project including any issues, milestones, delays and financial updates.

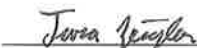
Invoice and Award Review

- The Principal Transit Planner and the Finance Department will review all requests for payment made by the subrecipient to confirm appropriate documentation is provided prior to reimbursement.
- Invoice must equal the request for payment with appropriate detail attached.
- Review type of expenses to verify that they are eligible for reimbursement.
- Review the amount of expenses to date in comparison with the awarded budget.
- Review and document volunteered services or in-kind contributions used as local match.
- STA will review indirect cost rate (negotiated or de minimis) during the invoice and site visit review periods to ensure the indirect rates are applied consistently.
- Spokane Transit conducts periodic site visits and desk reviews to ensure that the subrecipient remains in compliance with STA and federal requirements. Additional monitoring may be conducted if deemed necessary.

Grant Closeout

- Conduct either a site visit or desk review of the completed project file to make sure that all federal requirements are being followed.
- Review invoices submitted for reimbursement to ensure all the funds were expended to the subrecipient and to ensure that all local match requirements are met.

Adopted by:



Tara Zeigler, Assistant Transit Planner

1/2/2019

Date



Gordon Howell, Principal Transit Planner

1/2/2019

Date



Spokane Transit Authority

Application for Federal Transit Administration (FTA) Section 5310

Enhanced Mobility for Seniors and Individuals with Disabilities

Funding

Project Title:

SAMPLE

Important: *FTA funds require a large degree of dedication to detail and reporting, along with very specific requirements. Please review the documents associated with this call for projects to determine if your agency is able and willing to accept the terms and conditions provided.*

*Applications are due by **5:00 PM on June 1, 2020**; late applications will not be accepted.
Please send the application and copies of the required documents to:*

Spokane Transit Authority
Attn: Madeline Arredondo
1230 W Boone Ave
Spokane, WA 99201
or electronically to:
marredondo@spokanetransit.com

Program Details:

Spokane Transit Authority (STA) is issuing a call for projects that will be funded with Federal Transit Administration Section 5310 (Enhanced Mobility for Seniors and Individuals with Disabilities) Program funding. There is approximately **\$510,414** in Section 5310 federal funds available for this call for projects.

Projects funded under this program can be either capital or operating projects. Capital projects are funded at 80% federal and 20% local match funds; operating projects are funded with 50% federal and 50% local match funds.

See Attachment A for a complete list of eligible capital projects.

Of the total funds available under Section 5310, a minimum of 55% must be spent on capital projects and maximum of 45% of funds can be spent on operating projects. It is allowable to dedicate all available 5310 funds to capital projects none to operating expenses.

Projects must primarily benefit seniors and individuals with disabilities. Projects must also support the strategies identified in the Spokane County Coordinated Public Transit-Human Services Transportation Plan, which is managed by Spokane Regional Transportation Council located at, <https://www.srtc.org/human-services-transportation-plan/>.

Project applications are due by **Monday, June 1, 2020 at 5:00 PM. An informational meeting will be held on Monday May 18, 2020 (2pm -3pm) via WebEx** to provide potential applicants the opportunity to ask questions about program and project eligibility requirements. If you need additional information about the 5310 program or the WebEx informational meeting, please visit STA website at <https://www.spokanetransit.com/about-sta/public-notices> or contact Madeline Arredondo, Assistant Transit Planner by email at marredondo@spokanetransit.com.

Eligible project applicants can be either private, non-profit organizations, local governments, or other providers of public transportation* that provide transportation services for seniors and individuals with disabilities.

STA staff will evaluate projects and recommended projects will be forwarded to the STA Board of Directors for approval. More information on project scoring and evaluation criteria can be found in STA's Program Management Plan for Section 5310, which is available on request.

Spokane Transit assures nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964. For more information, see www.spokanetransit.com. Upon request, alternative formats of this information will be produced for people who are disabled. The meeting facility is accessible for people using wheelchairs. For other accommodations, please call 325-6094 (TTY Relay 711) at least forty-eight (48) hours in advance.

Non-Discrimination Notice

Upon request, this information will be produced in alternate formats for people who are disabled. Spokane Transit assures nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964. For more information see www.spokanetransit.com or call (509) 325-6094 (TTY Relay 711).

If information is needed in another language, contact (509) 325-6094.

Si necesita información en otro idioma, comuníquese al (509) 325-6094.

Для получения информации на другом языке звоните по тел. (509) 325-6094.

Nếu quý vị cần thông tin bằng một ngôn ngữ khác, xin vui lòng gọi số (509) 325-6094.

*To be considered a provider of public transportation, an agency must provide “shared-ride” transportation, which means that it may transport two or more passengers in the same vehicle who are otherwise not travelling together (as opposed to exclusive-ride taxi services). Providers of public transportation can be either public or private agencies.

-SAMPLE-

Section I: Agency Contact Information and Project Summary

Legal Name of Agency:	
Address:	
Federal ID Number (if applicable)	
DUNS Number (Data Universal Numbering System):	
EIN (Employee Identification Number):	
Contact Person:	
Phone Number:	
E-mail Address:	

Please identify your agency as one of the following:

- ☐ Local Government/Jurisdiction:
- ☐ Operator of public transportation services (private or publicly owned)
- ☐ Private, non-profit organization (please attach documentation certifying non-profit status as an attachment to this application)

Project Title:

1. Type of Application:

- ☐ Traditional Project
- ☐ Other Project

2. What is the total cost of this project?

3. Please indicate how much funding you are requesting for this project:

Important: Section 5310 requires a 50% match for operating projects and a 20% match for capital projects.

4. Please indicate how much your agency has **secured** for a match*:

*In-Kind Match is eligible and counts for local match (for operating projects only). **See Attachment B for more details.**

Section II: Project Information and Levels of Service

1. Please provide a detailed description of your project, and the population it will serve.
2. How will this specific project improve transportation access to seniors and/or individuals with disabilities.
3. Please identify the needs and/or strategies listed in the Spokane County Coordinated Transit-Human Services Transportation Plan that your project supports.
4. How many seniors and/or individuals with disabilities will be served as a result of this specific project. Describe how this number was calculated.

For Traditional Projects

For a complete list of eligible capital projects, see Attachment A.

Check the appropriate project type and describe the project:

- ☐ Purchase New ADA Accessible Vehicle (please complete sections below)
 - Size of vehicle
 - Fuel type
 - Vehicle make and model
- ☐ Acquisition of transportation services under a contract, including operating projects
- ☐ ADA Improvements such as, sidewalks, curb ramps, signage, etc.
- ☐ Support for Mobility Management and Coordination Programs*
- ☐ Other eligible capital project, please list:

Briefly describe the project:

*Mobility Management means coordinating or managing activities and projects among different agencies providing public transportation or other transportation services. This is meant to increase coordination of services and communication among different transportation agencies, which will improve service delivery and customer/client accessibility of services.

For Other Category Projects

Below are examples of eligible other projects. Projects must not duplicate existing service provided by Spokane Transit.

Check the appropriate project type and briefly describe:

Project Quarterly Performance Measures:

For Section 5310 capital projects, as part of federal regulations, agencies are required to report the number of seniors or individuals with disabilities that will benefit from projects or services financed by federal funds. For example, the number of rides (one-way trips) that would be provided annually on vehicles and/or services financed by Section 5310 funds. Applicants applying for ADA improvements must report what additions or changes will be made to the physical infrastructure (transportation facilities, sidewalks, etc.) because of this project. Depending on the project different measures may be applied.

How does your agency plan to gather this data?

Section III: Agency Experience and Levels of Service

1. Briefly describe your agency and the experience it has providing passenger transportation services?
2. Who in your organization will manage the project? Please list name, title, phone and email.
3. Will this project or service continue after the grant expires?

Section IV: Supplemental Information

Please provide any additional information that could be useful. In addition, you may use the page to elaborate on information that you have provided in other sections of the application. Indicate the specific question number from this application when providing supplemental information. **Supplemental Information is limited to 1 page per project.**

-SAMPLE-

Section VI: Finishing Up

Attachments Checklist: (Applications without required attachments will not be accepted)

Please attached the following items as applicable with your grant application.

<input type="checkbox"/>	Non-profit status documentation (Required for all non-profit applicants)
<input type="checkbox"/>	Letters committing matching funds (Required on all applications)
<input type="checkbox"/>	In-Kind Match Valuation Proposal (Required if in-kind match will be used)
<input type="checkbox"/>	Most recent independent financial audit report (Required for all applicants)
<input type="checkbox"/>	Signed Title VI, Lobbying/Debarment and DBE Certification (Required for all applicants)
<input type="checkbox"/>	Signed Buy America Certificate (Equipment/vehicle purchase applicants)
	Letters of Support (Optional)

Application Authority

- ☐ I certify, to the best of my knowledge, that the information in this application is true and accurate and that this organization has the necessary fiscal, data collection, and managerial capability to implement and manage the projects associated with the application.
- ☐ My agency agrees to follow STA and federal procurement and grant management requirements of 49 USC 5310.
- ☐ I understand that a signed agreement with STA will be required as a condition of receiving funds.
- ☐ My agency agrees to develop and submit a Title VI Plan that meets the general requirements as described in FTA Circular 47.021B. The Title VI Plan must be submitted to STA within 90 days of an executed agreement. Funds cannot be reimbursed until Title VI Plan is deemed in compliance.
- ☐ I certify that my agency will submit quarterly and annual reports. The quarterly reports are due 15 days following the end of each quarter, as follows, Quarter 1 report is due April 15th, Quarter 2 is due July 15th, Quarter 3 is due October 15th, and Quarter 3 and the annual report are due January 15th.
- ☐ If you plan to allocate costs among your agency (cost allocation plan or indirect costs) then you must submit the most recently approved cost allocation plan. If it is not approved, then STA will be required to approve it prior to reimbursement.

- ☐ If your project is classified as capital then you will follow all applicable STA and federal procurement requirements, a copy of the requirements will be available at the informational meeting.

All seven boxes above must be checked, and someone authorized to do so must sign the application.

Applicant Agency:

Project Title:

Name and Title of Signatory:

Authorized Signature _____ Date _____

NOTE: Your application must be signed by someone authorized to sign contracts on behalf of your organization, such as the Board Chairperson or Chief Executive Officer.

Attachment A—List of Eligible Capital Projects for Section 5310 Funding

The projects listed are all the types of public transportation capital projects eligible for funding under the Section 5310 grant program. Please note that, in order to be eligible for Section 5310 funding, capital projects must be targeted to the needs of seniors or individuals with disabilities. This definition is from 49 USC 5302.

The term “capital project” means a project for:

- Acquiring, constructing, supervising, or inspecting equipment or a facility for use in public transportation, expenses incidental to the acquisition or construction (including designing, engineering, location surveying, mapping, and acquiring rights-of-way), payments of the capital portions of rail trackage rights agreements, transit-related intelligent transportation systems, relocation assistance, acquiring replacement housing sites, and acquiring, constructing, relocating, and rehabilitating replacement housing;
- Rehabilitating a bus;
- Remanufacturing a bus;
- Overhauling rail rolling stock;
- Preventative maintenance;
- Leasing equipment or a facility for use in public transportation, subject to regulations that the Secretary (of Transportation) prescribes limiting the leasing arrangements to those that are more cost-effective than purchase or construction;
- A public transportation improvement that enhances economic development or incorporates private investment, including commercial and residential development, pedestrian and bicycle access to a public transportation facility, construction, renovation, and improvement of intercity bus and intercity rail stations and terminals, and the renovation and improvement of historic transportation facilities
- The introduction of a new technology, through innovative and improved products, into public transportation;
- The provision of non-fixed route paratransit transportation services in accordance with Section 223 of the Americans with Disabilities Act (ADA) (42 USC 12143), but only for grant recipients that are in compliance with applicable requirements of that Act, including both fixed route and demand responsive service, and only for amounts not to exceed 10 percent of such recipient’s annual formula apportionment under 49 USC Sections 5307 and 5311;
- Crime prevention and security including:
 - Projects to refine and develop security and emergency response plans;
 - Projects aimed at detecting chemical and biological agents in public transportation;
 - The conduct of emergency response drills with public transportation agencies and local first response agencies; and
 - Security training for public transportation employees; but
 - Excluding all expenses related to operations, other than such expenses incurred conducting activities described above;
- Establishing a debt service reserve, made up of deposits with a bondholder’s trustee, to ensure the timely payment of principal interest on bonds issued by a grant recipient to finance an eligible project under this chapter; or
- Mobility management:
 - Consisting of short-range planning and management activities and projects for improving coordination among public transportation and other transportation service providers carried out by a recipient or subrecipient through an agreement entered into with a person, including a government entity, under this chapter (other than 49 USC Section 5309); but Excluding operating public transportation services

Attachment B—Local Match Requirements/In-Kind Contribution

The maximum federal match for eligible capital project costs is 80 percent. The federal match for eligible operating projects shall not exceed 50 percent. For project funds awarded to subrecipients, documentation on the source of the subrecipient's local match must be provided to the direct recipient.

STA may use up to 10 percent of the total funds allocated for administrative costs at 100 percent federal match.

Exceptions

The federal share may exceed 80 percent for certain projects related to Americans with Disabilities Act (ADA) and Clean Air Act (CAA). Conditions for these exceptions are as follows:

1. **Vehicles:** The federal share is 85 percent for the acquisition of vehicles for purposes of complying with or maintaining compliance with ADA (42 USC 12101 *et seq.*) or the CAA. A revenue vehicle that complies with 49 CFR 38 may be funded at 85 percent federal share.
2. **Vehicle-related Equipment and Facilities:** The federal share for project costs for acquiring vehicle-related equipment or facilities (including clean fuel or alternative fuel vehicle-related equipment or facilities) for purposes of complying or maintaining compliance with the CAA (42 USC 7401 *et seq.*), or required by the ADA, is 90 percent. FTA considers vehicle-related equipment to be equipment on and attached to the vehicle.

Types of Local Match

The local share may be provided from an undistributed cash surplus, a replacement or depreciation cash fund or reserve, a service agreement with a state or local agency or private social service organization, or new capital. Some examples of these sources of local match include state or local appropriations, dedicated tax revenues, private donations, or revenue from service contracts. Income from contracts to provide human service transportation may be used either to reduce the net project cost (treated as revenue) or to provide local match for Section 5310 operating assistance.

Non-cash share, such as donations, volunteered services, or in-kind contributions, is eligible to be counted toward the local match as long as:

1. The value of each is documented and supported,
2. It represents a cost which would otherwise be eligible under the program, and
3. Is included in the net project costs in the project budget.

No funds from other FTA or United States Department of Transportation (USDOT) programs may be used as a source of local match.

BUY AMERICA CERTIFICATE

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) 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 American certificate must be rejected as nonresponsive.

Certification requirement for procurement of steel, iron, manufactured products, or rolling stock.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulation in 49 C.F.R. Part 661.5.

Date

Signature

Company Name

Title

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION IN A LOWER TIER COVERED TRANSACTION**

This contract is a covered transaction for purposes of 2 CFR Parts 1200 and 180. As such, the CONSULTANT or CONTRACTOR is required to comply with 2 CFR Part 180, Subpart C and must include the requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

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

Company Name or Respondent: _____

Company Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Authorized Signature: _____

Printed Name and Title: _____

Date Signed: _____

CERTIFICATION REGARDING THE USE OF CONTRACT FUNDS FOR LOBBYING

The undersigned [Subrecipient] 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, and 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 contracts 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 Section 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 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 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 and not more than \$100,000 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 Subrecipient, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient 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 Authorized Official

_____ Name and Title Authorized Official

_____ Date

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

DBE Participation: STA is committed to ensuring that all firms regardless of race, color, sex or national origin have equal opportunity to participate in STA contracts. Therefore, STA has established an annual agency goal for DBE participation in its contracting opportunities. It shall be understood that no specific goal has been assigned to this contract; however, contractors and subcontractors are required to comply with the following:

Non-Discrimination Assurances:

The contract or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. 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 other such remedy, as STA deems appropriate.

A copy of 49 CFR part 26 may be obtained by contacting STA's DBE Liaison, Spokane Transit Authority 1230 W. Boone, Spokane, WA 99201, (509) 325-6032.

Prompt Payment:

The contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the prime contractor receives from STA. The prime contractor agrees further to return retainage payments to each subcontractor within thirty days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of STA. This clause applies to both DBE and non-DBE subcontractors.

DBE Bidders List:

STA is required to create and maintain a bidders list of all firms bidding on prime contracts and bidding or quoting on subcontracts on Department of Transportation-assisted contracts. To assist STA in compliance with this provision of the regulation, please complete and return with your proposal.

Instructions:

1. List the names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;

Name & Address of DBE Firm	Description of Work to perform	\$ Amount
----------------------------	--------------------------------	-----------

1.

2.

3.

Or

I _____ **certify there are no DBEs**

(Signature)

Name and Title Authorized Official

Date

Title VI (Non Discrimination) Certification

The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, requirements, and guidance, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with the Nondiscrimination – Title VI of the Civil Rights Act.

The Recipient agrees to, and assures that each Third Party Participant, will:

- (1) Prohibit discrimination based on race, color, or national origin,
- (2) Comply with:
 - (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*,
 - (b) 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 C.F.R. part 21, and
 - (c) Federal transit law, specifically 49 U.S.C. § 5332, and
- (3) Follow:
 - (a) The most recent edition of FTA Circular 4702.1B, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance,
 - (b) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and
 - (c) All other applicable federal guidance that may be issued.

SUBRECIPIENT

By _____
Authorized Representative

Print Name _____

Print Title _____

Who by this signature certifies their authority to agree to comply with Title VI requirements on behalf of the SUBRECIPIENT

Subrecipient						
Subrecipient Risk Assessment Grant XX-XXXX-XXXX						
CFR § 200.330 (2 CFR Ch. II (1–1–14 Edition))						
Criteria						
Prior Experience with the same or similar subawards	Results of previous audits (does the subrecipient receive an single audit?)	Does the subrecipient have new personnel or substantially changed systems?	Extent and results of federal awarding agency monitoring	Are specific subaward conditions needed?	Review of submitted financial audit	Summary

CFR: [CFR 200.331 Requirements for Pass-Thru agencies](#)

-SAMPLE-

Section 5310 Grant Application Scoring Criteria

Category	Points Possible	Points Awarded
Description of Service Improvements	40	
Regional Transportation Needs	20	
Performance Measures	15	
Management	20	
Supplemental Information	5	
Total	100	

Project Title: _____

Applicant: _____

Scorer: _____

Section 5310 Grant Application Scoring Criteria

Instructions: Each category in the scoring criteria includes questions and corresponding criteria that scorers will use to grade the project application and determine its eligibility for funding.

Category: Description of Service Improvements (40 points)

Does the agency provide an adequate description of the project?

(Based on Section II Questions 1, 2, & 4)

Criteria	Score	Comments
Does the agency give a clear description of the service it will provide and the population it will serve? 10 points		
Does the agency describe the barriers it seeks to overcome in providing transportation options to seniors and individuals with disabilities? 10 points		
Does the agency describe how many seniors and individuals with disabilities the project will benefit? 10 points		
Does the agency provide a methodology of how they calculated the number of seniors and individuals with disabilities that will benefit from the project?		
Total Score Out of 40 possible points		

Category: Regional Transportation Needs (20 points)

Does the project address identified gaps and unmet needs in the context of the regional transportation system?

(Based on Section II Question 3 & Section III Question 2)

Criteria	Score	Comments
Does the applicant cite specific needs/strategies from the <i>Spokane County Coordinated Public Transit-Human Services Transportation Plan</i> ? 20 points		
Total Score Out of 20 possible points		

Category: Performance Measures (15 points)

How does the applicant intend to measure the benefit provided by the project, according to the performance measures?

(Based on Section II)

CAPITAL PROJECTS ONLY:

Criteria	Score	Comments
Does the agency explain what additions or changes will be made from the project? <i>5 points</i>		
Does the agency provide a methodology to gather data regarding one-way trips provided annually for seniors and individuals with disabilities on 5310-funded vehicles? <i>10 points</i>		
Total Score Out of 15 possible points		

Category: Performance Measures (15 points)

How does the applicant intend to measure the benefit provided by the project, according to the performance measures?

(Based on Section II)

OPERATING PROJECTS ONLY:

Criteria	Score	Comments
Does the agency describe how the project will increase or enhance the availability of transportation services? <i>5 points</i>		
Does the agency provide a methodology to gather data regarding one-way trips provided annually for seniors and individuals with disabilities on 5310-funded vehicles? <i>10 points</i>		
Total Score Out of 15 possible points		

Category: Management (20 points)

Based on this explanation of its experience, is the applicant able to implement and manage the project?

(Based on Section III Questions 1, 3, & 4)

Criteria	Score	Comments
Does the agency adequately explain its experience in providing transportation services? <i>5 points</i>		
Does the agency have a plan to continue this project or service after project expiration? <i>5 points</i>		
Does the agency explain how it will manage grant funds and did the agency identify an individual to manage the project? <i>10 points</i>		
Total Score Out of 20 possible points		

Category: Supplemental Information (5 points)

Does the agency include supplemental information that provides additional insight into the project specifics?

(Based on Section IV)

Criteria	Score	Comments
Does the agency provide any supplemental information that enhances your understanding of the transportation needs addressed by the project, specific characteristics of the service provided, and the agency's role in regional planning, etc.? <i>5 points</i>		

Total Project Score Out of 100 possible points	
--	--

Additional Comments:

5310 SUBRECIPIENT VEHICLE PURCHASE AGREEMENT

DESIGNATED RECIPIENT	SUBRECIPIENT
Spokane Transit Authority 1230 W Boone Avenue Spokane, WA 99201 P: (509) 325-6000	Company Address City, ST Zip P: (XXX) XXX-XXXX
Contact: Name Title E: XXX P: (509) XXX-XXXX	Contact: Name Title E: XXX P: (XXX) XXX-XXXX
Federal Tax ID #: 91-1151502	Federal Tax ID: XXX
Agreement #: XXX	DUNS: XXX

FEDERAL AWARD SUMMARY			
Awarding Agency:	XXX	R&D Award:	Choose an item.
FAIN #:	XXX	Designated Recipient FAIN Total Award:	\$ XXX,XXX.XX
FAIN Award Date:	XXX	Subrecipient FAIN Total Project Award:	\$ XXX,XXX.XX
CFDA #:	XXX	Subrecipient Aggregate Federal Funds Awarded:	\$ XXX,XXX.XX
CFDA Name:	XXX		

PROJECT SUMMARY			
Federal Funds:		\$XXX,XXX.XX	
Subrecipient Funds:		\$XXX,XXX.XX	
Total Funds:		\$XXX,XXX.XX	
Project Start Date:	Click or tap to enter a date.	Project End Date:	Click or tap to enter a date.
Project Description:	XXX		
Project Service Area:	XXX		

This 5310 Subrecipient Vehicle Purchase Agreement (“Agreement”) is entered into by and between the **Spokane Transit Authority**, a municipal corporation of the State of Washington (“STA” or “Designated Recipient”), and **XXX**, a XXX organization (“Subrecipient”); each individually referred to as “Party” and collectively as “Parties”.

WHEREAS, Federal funding is authorized under the Moving Ahead for Progress in the 21st Century Act (“MAP-21”), Enacted as Public Law 112-141, July 6, 2012; or other Federal laws the Federal Transit Administration (“FTA”) administers to the extent FTA so determines; and the Highway and Transportation Funding Act of 2014, Pub. L. 113-159, August 8, 2014; and

WHEREAS, funding is authorized under 49 USC § 5310 / MAP-21 for Enhanced Mobility of Seniors and Individuals with Disabilities Program, and any subsequent amendments and resolutions thereto; and

WHEREAS, STA is the Designated Recipient of FTA Section 5310 grant funding awarded under 49 USC § 5310; and

WHEREAS, through a local review and selection process, the Subrecipient has been selected as a subrecipient of a FTA Enhanced Mobility of Seniors and Individuals with Disabilities Grant, authorized under 49 USC Chapter 53, and specifically, grants awarded under 49 USC § 5310, and any subsequent amendments and resolutions thereto; and

WHEREAS, STA, as the Designated Recipient, is responsible for the administration and management of Subrecipient’s use of Grant funds pursuant to 49 USC § 5310, and will reimburse Subrecipient for eligible costs incurred in its performance of this Agreement; and

WHEREAS, Subrecipient shall provide quarterly reports to STA with all necessary federal performance measure data, as specified in Section 11 and backup data in order to validate the performance measure data provided to STA; and

WHEREAS, Subrecipient shall at all times comply with the requirements of 49 USC § 5310, and all applicable FTA regulations, policies, procedures and directives, including those listed herein or by reference, as they may be amended or promulgated from time to time during the term of this Agreement, and shall require compliance of these regulations by any third party contractor or lower tier recipient of Grant funds, who is hired by Subrecipient to implement this Agreement; and

WHEREAS, Subrecipient shall sign all applicable federal certifications as directed by STA, to ensure compliance with FTA regulations, policies, procedures and directives. These certifications may include compliance with government-wide Suspension and Debarment, Disadvantaged Business Enterprises, Buy America and lobbying laws, rules and regulations.

NOW, THEREFORE, in consideration of the terms, conditions, performances and mutual covenants herein set forth and the attached Exhibit A, *Scope of Work and Budget*, which are incorporated and made a part hereof, it is mutually agreed as follows:

1. PURPOSE OF AGREEMENT

- A. The purpose of this Agreement is to facilitate STA's provision of grant management services to the Subrecipient for the procurement of XXX, hereinafter known as "Vehicle", to be operated by the Subrecipient in the provision of transportation services described in Exhibit A, *Scope of Work and Budget*, hereinafter known as the "Project".
- B. In addition to the requirements of Sections 1 through 41 of this Agreement, the Subrecipient will also comply with all requirements imposed by, or pursuant to, 49 USC chapter 53, all other applicable federal laws, regulations and requirements, and the requirements set forth in Exhibit B, *Federal Provisions*, a copy of which is attached hereto and by this reference incorporated into this Agreement.

2. DEFINITIONS

The following capitalized terms shall be defined as follows throughout this Agreement.

Term	Definition
ADA	Americans with Disabilities Act of 1990, as amended.
CFR	Code of Federal Regulations
DBE	Disadvantaged Business Enterprises
DOJ	United States Department of Justice
DOL	United States Department of Labor
DOT	United States Department of Transportation
EEO	Equal Employment Opportunity
EEOC	Equal Employment Opportunity Commission
EPA	United States Environmental Protection Agency
FAIN	Federal Award Identification Number
FTA	Federal Transit Administration
Grant	Funding allocated under FAIN.
GSA	United States General Services Administration
OMB	United States Office of Management and Budget
USC	United States Code
WSDOT	Washington State Department of Transportation

3. SCOPE OF PROJECT

The Designated Recipient shall cooperate with the Subrecipient to complete the procurement of the Vehicle as described and detailed in Exhibit A, *Scope of Work and Budget*. The Subrecipient shall operate the Vehicle, beginning or ending each trip within the area described in the caption space header titled *Project Service Area*, in accordance with the terms and conditions of this Agreement. The caption space header titled *Project Service Area* and all caption space headers are by this reference incorporated herein as if fully set out in this Agreement.

4. TERM OF AGREEMENT

The Subrecipient shall commence, perform, and complete the Project within the time defined in the caption space header titled *Project Start Date* and *Project End Date* on this Agreement regardless of the date of signature and execution of this Agreement, and continue until STA releases all interest in the Vehicle, unless terminated as provided herein.

5. GENERAL COMPLIANCE ASSURANCE

The Subrecipient agrees to comply with all applicable requirements, rules and regulations of the Grant and guidance provided by STA. An additional compliance resource for the Subrecipient is available in the Washington State Department of Transportation *Consolidated Grants Program Guidebook*, and any amendments thereto, found under the “Consolidated Grants” section at <https://www.wsdot.wa.gov/transit/grants/manage>, which by this reference is fully incorporated herein.

The Subrecipient agrees that STA, and/or any authorized STA representative, shall have not only the right to monitor the compliance of the Subrecipient with respect to the provisions of this Agreement, but also have the right to seek judicial enforcement with regard to any matter arising under this Agreement.

6. PROJECT COST

- A. Total Project Cost. The projected “Total Project Cost” amount is detailed in the table titled *Total Project Cost* in Exhibit A, *Scope of Work and Budget*. The Subrecipient agrees to expend eligible funds, together with any “Subrecipient Funds” detailed in the caption space header titled *Subrecipient Funds*, allocated for the Project, in an amount sufficient to complete the Project as detailed in Exhibit A, *Scope of Work and Budget*. The Subrecipient further agrees that there shall be no reduction in the amount specified as Subrecipient Funds unless there is a concurrent proportional reduction in the “Federal Funds”, or STA pre-approves the reduction in writing. If at any time the Subrecipient becomes aware that the cost which it expects to incur in the performance of this Agreement will exceed or be less than the Total Project Cost, the Subrecipient shall notify STA in writing within thirty (30) days of making that determination.
- B. Minimum Match. The Subrecipient is required to provide a minimum match of funds for the Project, identified as Subrecipient Funds in the table titled, *Total Project Costs*. Any reduction in Subrecipient Funds will result in a proportional reduction in Federal Funds.
- C. The Subrecipient shall pay from Subrecipient Funds, and be solely responsible for, all charges, late fees and fines, as well as any permits and/or inspection fees, and taxes which may be imposed with respect to the Project.

7. VEHICLES

- A. Procurement. To assist the Subrecipient in complying with all procurement regulations required under the Grant, STA will procure the vehicle on behalf of the Subrecipient. STA shall work with the Subrecipient to select the appropriate vehicle, including necessary options and/or equipment, to meet the needs of the Subrecipient. Prior to placing any vehicle order, the Subrecipient shall provide STA with written approval of the configuration and options selected for the Vehicle.
- B. Inspection & Acceptance. Within five (5) business days of delivery of the Vehicle to STA, the Subrecipient shall inspect the Vehicle at STA. The Subrecipient shall have three (3) business days

from Vehicle inspection to either accept or reject the Vehicle. If rejected, the Subrecipient shall provide a written notice specifying the Vehicle deficiencies to STA. STA shall report such deficiencies to the vendor and allow the vendor a reasonable amount of time to cure the deficiencies or defect. Upon receipt and acceptance of Vehicle, the Subrecipient agrees that it has fully inspected the Vehicle and accepts it as suitable for the purpose under this Agreement, as being in good condition and state of good repair and that the Subrecipient is satisfied with the Vehicle and that the Vehicle complies with all applicable regulations, rules, and laws.

- C. Vendor Payment. Following delivery and mutual acceptance of the vehicle by STA and the Subrecipient, STA shall pay all sums due the vendor for the Vehicle delivered.
- D. Vehicle Cost Reimbursement. For the total delivered purchase price of the vehicle ("Cost"), STA shall seek reimbursement from the FTA the lesser of (1) the FTA share of the Cost as authorized by the Grant, or (2) the dollar amount specified in *Subrecipient FAIN Total Project Award* on page 1 of this Agreement. The Subrecipient shall be responsible for all remaining Cost not reimbursed by the FTA. STA shall invoice the Subrecipient for its share of the Cost, and within ten (10) days of the date of invoice, Subrecipient shall submit payment to STA.
- E. Title of Ownership. The Subrecipient shall be responsible for correctly titling the Vehicle. Such title shall designate STA as the legal owner and the Subrecipient as the registered owner throughout the Project Period. Subject to the Subrecipient's compliance with all terms and conditions of this Agreement, STA shall release the interest of ownership of the Vehicle to the Subrecipient in writing thirty (30) days following the end of the "useful life" of the Vehicle, defined as four (4) years of active service, or an accumulation of at least 100,000 miles (FTA Circular 5010.1E, Rev. 2, or as amended). The Subrecipient shall complete the transfer of title within five (5) days of receipt of STA's release of interest in accordance with State of Washington Department of Licensing requirements.
- F. Licensing. The Subrecipient shall be responsible for registration and licensing of the Vehicle, including maintaining registration throughout the term of this Agreement, including all costs related thereto. Such costs are not eligible for reimbursement under the Grant.
- G. Miscellaneous Charges and Conditions. The Subrecipient shall pay and be solely responsible for all storage charges, parking charges, late fees, and fines, as well as any fees (including, but not limited to, vehicle registration, license, safety and emission control inspection fees), and taxes, except applicable state sales or use tax, which may be imposed with respect to the Vehicle by a duly constituted governmental authority as the result of the Subrecipient's use or intended use of the Vehicle. Required visual and road test inspection fees on vehicles for acceptance and software licensing use fees are eligible for reimbursement. All replacements, repairs, or substitutions of parts or Vehicle shall be at the cost and expense of the Subrecipient.
- H. Maintenance & Inspection
 - 1) Maintenance. The Subrecipient shall make all necessary repairs and reasonably maintain the Vehicle to assure it remains in good and operational condition for the useful life of the Vehicle. All service, materials, and repairs in connection with the use and operation of the Vehicle during its useful life shall be at the Subrecipient's expense. The Subrecipient agrees to, at a minimum, service the Vehicle and replace parts at intervals recommended in the manual provided by the Vehicle manufacturer, or sooner if needed. The Subrecipient shall take the Vehicle to an appropriate service and repair facility for any service and repair under the manufacturer's warranty. STA shall not be liable for repairs. The Subrecipient shall retain

records of all maintenance and parts replacement performed on the Vehicle in accordance with Section 17, Audits, Inspection, and Retention of Records. The Subrecipient shall provide copies of such records to STA upon request.

- 2) Inspections. STA may conduct site visits to inspect the Vehicle and review maintenance records and vehicle logs. If STA determines the vehicle is not maintained in accordance with Section 7.H.1), STA may require the Subrecipient to submit to STA within thirty (30) days of receipt of such determination, a vehicle maintenance remediation plan. Following acceptance of such plan by STA, STA may conduct a site visit to ensure the Vehicle is being maintained per the approved plan. If Subrecipient does not maintain the Vehicle in accordance with this Agreement, implement a required vehicle maintenance remediation plan, or meet the requirements of, the approved vehicle maintenance remediation plan, STA may require the Subrecipient to return the Vehicle to STA.

I. Damage or Loss. The Subrecipient must report any damage occurring to the Vehicle to STA within five (5) days of occurrence, and:

- 1) The Subrecipient, at its own expense, shall cover any loss, theft, damage, or destruction of the Vehicle using either of the following methods:
 - a) The Subrecipient shall maintain comprehensive and collision insurance for vehicles and property insurance for non-vehicle equipment adequate to cover the entire value of the Vehicle and any related equipment. The Subrecipient shall supply a Certificate of Insurance specifying such coverage to STA prior of release of the Vehicle to Subrecipient, and supply proof of renewal, annually thereafter; or
 - b) The Subrecipient shall provide a written certificate of self-insurance to STA prior to release of the Vehicle to Subrecipient, and annually thereafter. The Subrecipient will cover from its own resources the costs of repairing or replacing any Vehicle and any related equipment, if it is stolen, damaged, or destroyed in any manner.
- 2) If the damage to the Vehicle and related equipment does not result in a total loss, payments for damage shall be paid directly to the Subrecipient. The Subrecipient shall, within thirty (30) days, either:
 - a) Devote all of the insurance proceeds received to repair the Vehicle and place it back in service, and the Subrecipient shall, at its own expense, pay any portion of the cost of repair which is not covered by insurance; or
 - b) In the event the Subrecipient is certified for self-insurance, devote all funds necessary to repair the Vehicle and related equipment and place it back into service.
- 3) If the Vehicle is a total loss, either by theft or damage, the insurance proceeds or equivalent shall be paid directly to STA. The Subrecipient shall within sixty (60) days of loss, theft, or damage, notify STA that it either:
 - a) Intends to replace the lost Vehicle; or
 - b) Does not intend to replace the lost Vehicle.

- 4) If STA determines that the total loss occurred under circumstances in which the Subrecipient fulfilled its obligations under this Agreement then STA will either pay, or rebate, to the FTA its proportionate share of such proceeds paid to STA.
- 5) Coverage, if obtained or provided by the Subrecipient in compliance with this section, shall not be deemed as having relieved the Subrecipient of any liability in excess of such coverage as required by the limitation of liability section of this Agreement, or otherwise.
- J. Liability Insurance. The Subrecipient shall maintain automobile liability insurance in accordance with the requirements of the State of Washington. Prior to release of Vehicle to Subrecipient, Subrecipient shall provide evidence of such coverage to STA, and at any time a change in such coverage occurs, including renewal, modification or cancellation of such coverage.
- K. Change of Use. If the Subrecipient desires to repurpose the Vehicle for use other than described in the Scope of Work, Subrecipient shall provide STA written notification thereof within five (5) days of such determination by Subrecipient. STA may approve or deny repurposing of the Vehicle, in its sole discretion and shall provide the Subrecipient with written notice of its decision. In the event such repurposing is denied, STA may assign the Vehicle to another eligible service provider.
- L. Sale. If the Subrecipient sells the Vehicle for a price greater than \$5,000.00 (five-thousand dollars) following the Vehicle reaching its minimum useful life and legal ownership of the Vehicle has been transferred to the Subrecipient, a partial return of Grant funds to FTA may be required as outlined in FTA Circular 5010.1E, Rev. 2, or as amended.

8. PAYMENT

- A. For Subrecipient expenses incurred under this Agreement other than Vehicle Cost, Federal Funds shall be used to reimburse the Subrecipient for allowable expenses incurred in completing the Project. Allowable Project expenses shall be determined by STA as described in WSDOT's *Consolidated Grants Program Guidebook*, and any amendments thereto. In no event shall the total amount reimbursed by STA exceed the amount of Federal Funds identified in the table titled *Total Project Costs*.
- B. Payment will be made by STA on a reimbursable basis for actual net Project costs incurred within the timeframe in the caption space titled *Project Start Date* and *Project End Date*. Such costs to be reimbursed shall be calculated as described in WSDOT's *Consolidated Grants Program Guidebook*, and any amendments thereto, subject to STA guidance and approval. STA shall make no payments for costs incurred prior to the beginning or after the ending dates shown in the caption space titled *Project Start Date* and *Project End Date*. The Subrecipient shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per quarter. If approved by STA, said invoices shall be paid by STA within thirty (30) days. Payment is subject to the submission to and approval by STA of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to STA must include a record of the actual costs.

9. ASSIGNMENTS & SUBCONTRACTS

- A. Unless otherwise authorized in advance and in writing by STA, the Subrecipient shall not assign any portion of the Project 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.

- B. The Subrecipient agrees to include Sections 5, 9 through 19, 24 and 25 of this Agreement in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any incidental goods or supplies, or the performance of any work to be accomplished under this Agreement. It is further agreed that those clauses shall not be modified in any such subcontract, except to identify the subcontractor or other person or entity that will be subject to its provisions. In addition, the following provision shall be included in any advertisement or invitation to bid for any procurement by the Subrecipient under this Agreement:

“Statement of Financial Assistance: This Agreement is subject to the appropriations of the Federal Transit Administration.”

- C. The Subrecipient also agrees to incorporate Exhibit B, *Federal Provisions*, into each contract, subcontract or agreement it enters into in the performance of its obligations under this Agreement.

10. NO OBLIGATION BY STA

No contract between the Subrecipient and its subcontractors shall create any obligation or liability for STA with regard to this Agreement without STA’s specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

11. REPORTS

- A. The Subrecipient shall prepare quarterly reports regarding services provided pursuant to this Agreement and other related information as applicable in WSDOT’s *Consolidated Grants Program Guidebook*, and any amendments thereto, or as requested by STA. Any required quarterly progress reports shall be submitted for the duration of this Agreement period regardless of whether the underlying funding sources have been exhausted. STA will provide the template for the quarterly reports, however, the subrecipient may use their own report format as long as it meets reporting requirements. Those reports include, but are not limited to:
 - 1) Project Passenger Trips Provided
 - 2) Project Service Hours Provided
 - 3) Project Revenue Service Miles Provided
 - 4) Narrative Progress Report
 - 5) Financial Status/Summaries of the Project
- B. Remedies for Misuse or Noncompliance. The Subrecipient shall not use the Project or any part thereof in a manner different from that set forth in Section 2. If STA determines that the Project has been used in a manner different from Section 2, STA may direct the Subrecipient to repay STA all State Funds and/or Federal Funds identified under *Project Cost*. STA may also withhold payments should it determine that the Subrecipient has failed to comply with any provision of this Agreement.

12. PROJECT CLOSEOUT

- A. The Subrecipient must submit, no later than ninety (90) calendar days after the Project End Date, all financial, performance and other reports as required by the terms and conditions of the Grant. STA may approve extensions when requested by the Subrecipient.
- B. Unless the FTA or Designated Recipient authorizes an extension, the Subrecipient must liquidate all obligations incurred under the Project not later than ninety (90) calendar days after the Project End Date.
- C. STA shall make prompt payment to Subrecipient for any remaining allowable reimbursable costs.
- D. The Subrecipient must promptly refund any balances of unobligated cash that the Designated Recipient paid in advance or paid and that are not authorized to be retained by the Subrecipient for use in other projects.
- E. The Subrecipient must account for any real and personal property acquired with Grant funds or received from the Federal Government in accordance with §§200.310 Insurance coverage through 200.316 Property trust relationship and §200.329 Reporting on real property.

13. ETHICS

- A. Relationships with Employees and Officers of STA. The Subrecipient shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of STA, nor shall Subrecipient rent or purchase any equipment and materials from any employee or officer of STA.
- B. Employment of Former STA Employees. The Subrecipient hereby warrants that it shall not engage on a full-time, part-time, or other basis during the period of this Agreement, any professional or technical personnel who are, or have been, at any time during the period of this Agreement, in the employ of STA without written consent of STA.
- C. Anti-Kickback. No officer or employee of the Spokane Transit Authority or the Subrecipient, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

14. COMPLIANCE WITH LAWS & REGULATIONS

The Subrecipient agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The Subrecipient will adhere to all of the nondiscrimination provisions in chapter 49.60 RCW. Except when a federal statute or regulation preempts state or local law, no provision of this Agreement shall require the Subrecipient to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this Agreement violate state or local law, or would require the Subrecipient to violate state or local law, the Subrecipient agrees to notify STA immediately in writing. Should this occur, STA and the Subrecipient agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

15. ENVIRONMENTAL REQUIREMENTS

The Subrecipient agrees to comply with all applicable requirements of chapter 43.21C RCW *State Environmental Policy Act* ("SEPA").

16. ACCOUNTING RECORDS

- A. Project Accounts. The Subrecipient agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Subrecipient agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to STA upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.
- B. Documentation of Project Costs and Program Income. The Subrecipient agrees to support all allowable costs charged to the Project, including any approved services contributed by the Subrecipient or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Subrecipient also agrees to maintain accurate records of all program income derived from implementing the Project.

17. AUDITS, INSPECTION & RECORDS RETENTION

- A. Submission of Proceedings, Contracts, Agreements, and Other Documents. During the term of the Project and for six (6) years thereafter, the Subrecipient agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as STA may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the Subrecipient's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.
- B. General Audit Requirements. The Subrecipient agrees to obtain any other audits required by STA at Subrecipient's expense. Project closeout will not alter the Subrecipient's audit responsibilities.
- C. Inspection. The Subrecipient agrees to permit STA and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the Subrecipient and its subcontractors pertaining to the Project. The Subrecipient agrees to require each third party to permit STA, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

18. LABOR PROVISIONS

Overtime Requirements. No Subrecipient or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. Subrecipient will comply with Title 49 RCW, Labor Regulations.

19. CHANGED CONDITIONS AFFECTING PERFORMANCE

The Subrecipient hereby agrees to immediately notify STA of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this Agreement.

20. NOTICES

All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; (3) by regular mail, postage prepaid; or (4) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid; (3) three (3) business days after the date of mailing by regular mail, postage prepaid; or (4) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

Subrecipient	Spokane Transit Authority
Name Title Company Address City, ST ZIP E: XXX P: (XXX) XXX-XXXX F: (XXX) XXX-XXXX	Robert West Contracts Compliance Specialist Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: rwest@spokanetransit.com P: (509) 325-6062 F: (509) 325-6036

21. COMMUNICATIONS

Any administrative or operational communications required by the Parties' obligations under this Agreement shall be directed to the Parties' representatives below:

Subrecipient	Spokane Transit Authority
Name Title Company Address City, ST ZIP E: XXX P: (XXX) XXX-XXXX	Name Title Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: XXX P: (509) XXX-XXXX

Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by facsimile or email, addressed to the designated representative of the Parties

as set forth above, or as may be revised by written notice in accordance with Section 20 of this Agreement.

22. DISPUTES

- A. Disputes. Disputes, arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by STA's Contract Compliance Specialist or their designee. This decision shall be final and conclusive unless within ten (10) days from the date of Subrecipient's receipt of STA's written decision, the Subrecipient mails or otherwise furnishes a written appeal to STA's Chief Executive Officer or their designee. The Subrecipient's appeal shall be decided in writing by STA's Chief Executive Officer within thirty (30) days of receipt of the appeal by the Chief Executive Officer or their designee. The decision of STA's Chief Executive officer shall be binding upon the Subrecipient and the Subrecipient shall abide by the decision.
- B. Performance During Dispute. Unless otherwise directed by STA, Subrecipient shall continue performance under this Agreement while matters in dispute are being resolved.
- C. Claims for Damages. Should either Party to this Agreement suffer injury or damage to person, property, or right because of any act or omission of the other Party or any of that Party's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other Party within thirty (30) days after the first observance of such injury or damage.
- D. Rights and Remedies. All remedies provided in this Agreement are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the Parties hereto. No action or failure to act by STA or Subrecipient shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

23. NONCOMPLIANCE WITH GRANT TERMS

If the Subrecipient fails to comply with Federal statutes, regulations or the terms & conditions of the Grant, the FTA or Designated Recipient may impose additional conditions on the Subrecipient as described in 2 CFR §200.207. If the FTA or Designated Recipient determines that Subrecipient noncompliance cannot be remedied by the imposition of such additional conditions, the FTA or Designated Recipient may take one or more of the following actions as it deems necessary and appropriate to the circumstances:

- A. Temporarily withhold payment to the Subrecipient cost of the activity or action that is not in compliance;
- B. Disallow the use of Federal Funds, Subrecipient Funds or both for all or part of the cost of the activity or action not in compliance;
- C. Wholly or partially terminate the Subrecipient award or Grant award;
- D. Recommend to the FTA Subrecipient suspension or debarment proceedings as authorized under 2 CFR 180 and FTA regulation;

- E. Withhold further Federal awards for the Project; or
- F. Exercise other remedies that may be legally available.

24. SUSPENSION / TERMINATION

- A. Termination for Convenience. STA and/or the Subrecipient may suspend or terminate this Agreement, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other Party. STA and the Subrecipient shall agree upon the Agreement termination provisions including, but not limited to, the settlement terms, conditions, and in the case of partial termination, the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination, the portion to be terminated. However if, in the case of partial termination, STA determines that the remaining portion of the award will not accomplish the purposes for which the award was made, STA may terminate the award in its entirety. The Parties may terminate this Agreement for convenience for reasons including, but not limited to, the following:
 - 1) The requisite funding becomes unavailable through failure of appropriation or otherwise;
 - 2) STA determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
 - 3) The Subrecipient is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
 - 4) The Subrecipient is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the Subrecipient; or
 - 5) In the case of termination for convenience under subsections A.1-5 above, STA shall reimburse the Subrecipient for all costs payable under this Agreement that the Subrecipient properly incurred prior to termination. The Subrecipient shall promptly submit its claim for reimbursement to STA. If the Subrecipient has any property in its possession belonging to STA, the Subrecipient will account for the same, and dispose of it in the manner STA directs.
- B. Termination for Default. STA may suspend or terminate this Agreement for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the Subrecipient, if the Subrecipient materially breaches or fails to perform any of the requirements of this Agreement, including, but not limited to:
 - 1) Takes any action pertaining to this Agreement without the approval of STA, which under the procedures of this Agreement would have required the approval of STA;
 - 2) Jeopardizes its ability to perform pursuant to this Agreement, United States of America laws, Washington state laws, or local governmental laws under which the Subrecipient operates;
 - 3) Fails to make reasonable progress on the Project or other violation of this Agreement that endangers substantial performance of the Project; or

- 4) Fails to perform in the manner called for in this Agreement or fails, to comply with, or is in violation of, any provision of this Agreement. STA shall serve a notice of termination on the Subrecipient setting forth the manner in which the Subrecipient is in default hereunder. If it is later determined by STA that the Subrecipient had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the Subrecipient, such as a strike, fire or flood, STA may: (a) allow the Subrecipient to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.
- C. STA, in its sole discretion may, in the case of a termination for breach or default, allow the Subrecipient ten (10) business days, or such longer period as determined by STA, 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 the Subrecipient fails to remedy to STA's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, STA shall have the right to terminate this Agreement without any further obligation to Subrecipient. Any such termination for default shall not in any way operate to preclude STA from also pursuing all available remedies against Subrecipient and its sureties for said breach or default.
- D. In the event that STA elects to waive its remedies for any breach by Subrecipient of any covenant, term or condition of this Agreement, such waiver by STA shall not limit STA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- E. If this Agreement is terminated, whether for convenience or for default, before the specified end date set forth in the caption header *Project Start Date* and *Project End Date*, STA and the Subrecipient shall execute an amendment to this Agreement identifying the termination date and the reason for termination.

25. LIMITATION OF LIABILITY

- A. The Subrecipient shall indemnify and hold harmless STA, its officers, directors, agents and employees from any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (collectively, "claims"), of whatsoever kind or nature brought against STA arising out of, in connection with or incident to the execution of this Agreement and/or the Subrecipient's performance or failure to perform any aspect of this Agreement. In the event that any claims, investigations, demands, suits, actions or lawsuits arise out of any of the aforesaid acts, errors, or omissions, the Subrecipient shall assume all costs of defending such claims, suits, actions or lawsuits, including legal fees incurred by STA, any penalties imposed on STA or the Subrecipient, and all judgments that may be obtained against STA, or any of its officers, agents, or employees in such suits.

This indemnity provision applies to all claims against STA, its officers, directors, agents and employees arising out of, in connection with or incident to the negligent acts or omissions of the Subrecipient, its agents, employees, officers and subcontractors. Provided, however, that nothing herein shall require the Subrecipient to indemnify and hold harmless or defend STA, its agents, employees or officers to the extent that claims are caused by the sole negligent acts or omissions of STA, its officers, directors, agents or employees; and provided further that if such claims result from the concurrent negligence of (a) the Subrecipient its employees, agents, officers or contractors and (b) STA, its officers, directors, employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the Party, its employees, officers, authorized agents, and/or

contractors. This indemnification and hold harmless provision shall survive termination of this Agreement.

- B. The Subrecipient shall be deemed an independent contractor for all purposes, and the employees of the Subrecipient or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of STA.
- C. The Subrecipient specifically assumes potential liability for actions brought by Subrecipient's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the Subrecipient specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.
- D. In the event either the Subrecipient or STA incurs attorneys' fees, costs or other legal expenses to enforce the provisions of this section of this Agreement against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

26. PERSONAL LIABILITY OF PUBLIC OFFICERS

No officer or employee of STA shall be personally liable for any acts or failure to act in connection with this Agreement, it being understood that in such matters they are acting solely as agents of STA.

27. STA ADVICE

The Subrecipient bears complete responsibility for the administration and success of the Project as it is defined by this Agreement and any amendments thereto. If the Subrecipient solicits advice from STA on problems that may arise, the offering of STA advice shall not shift the responsibility of the Subrecipient for the correct administration and success of the Project, and STA shall not be held liable for offering advice to the Subrecipient.

28. SUBROGATION

- A. Prior to Subrogation. STA may require the Subrecipient to take such action as may be necessary or appropriate to preserve the Subrecipient's right to recover damages from any person or organization alleged to be legally responsible for injury to any equipment, property, or transportation program in which STA has a financial interest.
- B. Subrogation. STA may require the Subrecipient to assign to STA all right of recovery against any person or organization for loss, to the extent of STA's loss. Upon assignment, the Subrecipient shall execute, deliver, and do whatever else necessary to secure STA's rights. The Subrecipient shall do nothing after any loss to prejudice the rights of STA.
- C. Duties of the Subrecipient. If STA has exercised its right of subrogation, the Subrecipient shall cooperate with STA and, upon STA's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to STA. The Subrecipient shall attend hearings and trials as requested by STA, assist in securing and giving evidence as requested by STA, and obtain the attendance of witnesses as requested by STA.

29. FOREBEARANCE BY STA NOT A WAIVER

Any forbearance by STA in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

30. LACK OF WAIVER

In no event shall any STA payment of grant funds to the Subrecipient constitute or be construed as a waiver by STA of any Subrecipient breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to STA with respect to any breach or default.

31. VENUE & PROCESS

In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Spokane County. The Parties agree that the laws of the State of Washington shall apply.

32. ENTIRE AGREEMENT

This Agreement and its attachments constitute the entire agreement between the Parties and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof. No agent or representative of STA has authority to make, and STA shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

33. MODIFICATION

Either Party may request changes to this Agreement. Any changes to the terms of this Agreement must be mutually agreed upon and incorporated by written amendment to this Agreement. Such written amendment to this Agreement shall not be binding or valid unless signed by the persons authorized to bind from each of the Parties. Provided, however, that changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, UPIN the contact person of either Party, or dollar amount changes that do not affect the project total cost, will not require a written amendment, but will be approved and documented by STA through an administrative revision. STA shall notify the Subrecipient of the revision in writing.

34. SEVERABILITY

If any covenant or provision of this Agreement shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

35. TRADEMARKS & LOGOS

The Parties hereto are prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other Party without first obtaining prior written consent from the other Party.

36. PUBLIC RECORDS ACT

Each Party to this Agreement understands and acknowledges that STA is a municipal corporation of the State of Washington subject to the Public Records Act, RCW 42.56 *et seq.*

37. SECTION HEADINGS

All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

38. ORDER OF PRECEDENCE

Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving documents precedence in the following order:

- A. Federal law
- B. Exhibit B, *Federal Provisions*
- C. State law
- D. This Agreement
- E. Exhibit A

39. COUNTERPARTS

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Subrecipient does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned herein, and does hereby accept STA's grant and agrees to all of the terms and conditions thereof.

40. ELECTRONIC SIGNATURES

A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of any original executed copy of this Agreement or such other ancillary agreement for all purposes.

[signatures on the following page]

41. SIGNATURES

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agency(ies) and or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year signed last below.

Subrecipient

Spokane Transit Authority

By: XXX

Title: XXX

Date: _____

By: E. Susan Meyer

Title: Chief Executive Officer

Date: _____

Attest:

By: Dana Infalt

Title: Clerk of the Authority

Date: _____

EXHIBIT A
SCOPE OF WORK & BUDGET

Scope of Work: XXX
Budget: XXX
Indirect Cost Rate: XXX

Total Project Cost	
Federal Funds	\$XXX,XXX.XX
Subrecipient Funds	\$XXX,XXX.XX
Total Project Cost	\$XXX,XXX.XX

Current Funds and percentages identified reflect current total Project funds. Additional funds are subject to availability from FTA and will be added to this Agreement, subject to Subrecipient's compliance with this Agreement and after any such appropriation is enacted into law, by written amendment. If any such projected funds are not available, the provisions of Section 24.A, Termination for Convenience, shall apply and STA will not be financially responsible for any operating funding assistance or costs incurred by Subrecipient for the Project beyond the Current Funds appropriated.

EXHIBIT B
FEDERAL PROVISIONS

1. ASSIGNMENTS & SUBCONTRACTS

In addition to the requirements of Section 9.B, Assignments & Subcontracts, of the Agreement, the Subrecipient agrees to include Sections 3 through 23 of this Exhibit B, *Federal Provisions*, in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any incidental goods or supplies, or the performance of any work to be accomplished under this Agreement.

2. SUBRECIPIENT'S SHARE OF PROJECT COSTS

In addition to the requirements of the Agreement, the Subrecipient agrees to comply with Federal requirements to the extent applicable:

A. Requirements Applicable On or After December 26, 2014: The following requirements apply to the Award, the accompanying Underlying Agreement, and any Amendments thereto signed by an authorized FTA official on or after December 26, 2014 as follows:

- 1) 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, and which applies to an Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement with a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization; and
- 2) Except as FTA determines otherwise in writing, DOT regulations, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR part 1201, and Subparts A through E of OMB regulatory guidance, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR part 200, apply to a private for-profit entity; notably, the Cost Principles of subpart 31.2 of the Federal Acquisition Regulation, which permits the payment of profits or fees for work under procurement contracts, generally will not apply to private for-profit entities.

3. PRIVACY ACT

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

4. REPORTS

A. In addition to the requirements of Section 11, Reports, of the Agreement, the Subrecipient shall collect and submit to STA, at such time as STA may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by STA and FTA and which may include but are not limited to:

- 1) Drug Abuse and Alcohol Abuse Testing compliance reports as required in the Agreement.
- 2) Goods and services purchased from DBEs.

EXHIBIT B
FEDERAL PROVISIONS

- 3) National Transit Database. The condition of, its public transportation assets, as provided in FTA regulations, *Transit Asset Management; National Transit Database*, 49 CFR parts 625 and 630.

5. ACCOUNTING RECORDS

In addition to the requirements of Section 16, Accounting Records, of the Agreement, the Subrecipient shall comply with the following:

- A. Project Accounts. The Subrecipient agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project, in accordance with applicable federal regulations and other requirements that FTA may impose. The Subrecipient agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and available to STA and FTA upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.
- B. Funds Received or Made Available for the Project. The Subrecipient agrees to deposit in a financial institution, all Project payments it receives from the Federal Government and record in the Project Account all amounts provided by the Federal Government in support of this Grant Agreement or Cooperative Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project ("Project Funds") in accordance with applicable Federal regulations and other requirements FTA may impose. Use of financial institutions owned at least 50 percent (50%) by minority group members is encouraged.

6. AUDITS, INSPECTION, AND RETENTION OF RECORDS

In addition to the requirements of Section 17, Audits, Inspection & Records Retention, of the Agreement, the Subrecipient agrees to follow reporting and record-keeping requirements set forth in 2 CFR part 1201. The Subrecipient also agrees to perform the financial and compliance audits required by the Single Audit Act Amendments of 1996, 31 USC § 7501 *et seq.*, and applicable DOT *Single Audit* requirements of 2 CFR part 1201, which incorporate by reference 2 CFR part 200, for each Award, and any Amendments to any Underlying Agreement. The Subrecipient agrees that audits will be carried out in accordance with U.S. General Accounting Office *Government Auditing Standards*. The Subrecipient agrees to obtain any other audits required by the Federal Government or STA. Project closeout will not alter the Subrecipient's audit responsibilities.

The Subrecipient agrees to permit the United States Department of Transportation, and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work materials, payrolls, and other data and records, and to audit the books, records, and accounts of the Subrecipient and its subcontractors pertaining to the Project. The Subrecipient agrees to require each third-party contractor whose contract award is not based on competitive bidding procedures as defined by the United States Department of Transportation to permit STA, the State Auditor, the United States Department of Transportation, and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third-party contract, and to audit the books, records, and accounts involving that third-party contract as it affects the Project as required by 49 USC § 5325(g).

7. PROCUREMENT

The Subrecipient shall make purchases of any incidental goods or supplies essential to this Agreement through procurement procedures approved in advance by STA and consistent with the following provisions:

EXHIBIT B
FEDERAL PROVISIONS

- A. General Procurement Requirements. The Subrecipient shall comply with third-party procurement requirements of 49 USC chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with the DOT third-party procurement regulations of 2 CFR Part 200 and 2 CFR part 1201; and other applicable Federal regulations pertaining to third-party procurements and subsequent amendments thereto. The Subrecipient shall also comply with the provisions of FTA Circular 4220.1F, *Third Party Contracting Guidance*, March 18, 2013 and any later revision thereto, except to the extent FTA determines otherwise in writing, which by this reference are incorporated herein; and any reference therein to “Grantee” shall mean Subrecipient.
- B. Full and Open Competition. In accordance with 49 USC § 5325(a), the Subrecipient agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by FTA.
- C. Preference for United States Products and Services. To the extent applicable, the Subrecipient agrees to comply with the following U.S. preference requirements:
- 1) Buy America. The Subrecipient agrees to comply with 49 USC § 5323(j), with FTA regulations, *Buy America Requirements*, 49 CFR Part 661, and any later amendments thereto.
 - 2) Cargo Preference - Use of United States-Flag Vessels. The Subrecipient agrees to comply with 46 USC § 55305 and U.S. Maritime Administration regulations, *Cargo Preference - U.S.-Flag Vessels*, 46 CFR Part 381, to the extent those regulations apply to the Project.
 - 3) Fly America. The Subrecipient understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons 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 International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 USC § 40118, and with GSA regulations, *Use of United States Flag Air Carriers*, 41 CFR §§ 301-10.131 through 301-10.143.
- D. Preference for Recycled Products. To the extent applicable, the Subrecipient agrees to comply with EPA *Comprehensive Procurement Guideline for Products Containing Recovered Materials*, 40 CFR Part 247, which implements section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, 42 USC § 6962. Accordingly, the Subrecipient agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.
- E. Geographic Restrictions. The Subrecipient agrees to not use any state or local geographic preference, except those expressly mandated or encouraged by federal statute or as permitted by FTA.
- F. Government Orders. In case any lawful government authority shall make any order with respect to the Project or Project Equipment, or any part thereof, or the Parties hereto or either Party, the Subrecipient shall cooperate with STA in carrying out such order and will arrange its operation and business so as to enable STA to comply with the terms of the order.

8. INCORPORATION OF FEDERAL TERMS

- A. Purchasing. This Agreement’s provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth herein. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference into 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. The

EXHIBIT B
FEDERAL PROVISIONS

Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any STA request, which would cause STA to be in violation of any FTA term or condition.

- B. Federal Changes. The Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, whether or not they are referenced in this Agreement and include any amendments promulgated by the FTA, during the term of this Agreement. The Subrecipient's failure to so comply shall constitute a material breach of this Agreement.

9. NO OBLIGATION BY FEDERAL GOVERNMENT

- A. STA and the Subrecipient acknowledge and agree that regardless of any concurrence or approval by the Federal Government of the solicitation or award of this Agreement, the Federal Government is not a party to this Agreement unless it provides its express written consent. The Federal Government shall not be subject to any obligations or liabilities to the Subrecipient, subcontractor, lessee, or any other participant at any tier of the Project (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.
- B. No contract between the Subrecipient and its subcontractors, lessees, or any other participant at any tier of the Project shall create any obligation or liability of STA with regard to this Agreement without STA's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof. The Subrecipient hereby agrees to include this provision in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this Agreement.

10. TERMINATION

In addition to the requirements of Section 24, Suspension / Termination, of the Agreement, STA and/or the Subrecipient may suspend or terminate this Agreement, in whole or in part, and all or any part of the federal and/or state financial assistance provided herein, at any time by written notice to the other Party in accordance with 2 CFR Part 200 and 2 CFR part 1201, whichever is applicable. Also, the Federal Government may determine the purposes of the statute authorizing the Project would not be adequately served by the continuation of federal and/or state financial assistance for the Project; or terminates this Agreement due to a determination that the Subrecipient has: (a) willfully misused Federal assistance Funds by failing to make adequate progress on the Project; (b) failed to make reasonable and appropriate use of the Project real property, facilities, or equipment; or (c) failed to comply with the terms of this Agreement. In the event of a termination under this subsection, and the Federal Government exercises its right to require STA to refund any or all of the Federal Funds provided for the Project, the Subrecipient shall return all monies reimbursed to it by STA, in the amount required by the Federal Government, within sixty (60) days of its receipt of a certified letter from STA.

11. ETHICS

In addition to the requirements of Section 12, Ethics, of the Agreement, the Subrecipient shall comply with the following:

- A. Code of Ethics. The Subrecipient agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts, subagreements, leases, third-party contracts, or other arrangements supported by federal assistance. The code or standards shall provide that the Subrecipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor, lessee, subrecipient, or participant at any tier of the Project, or agent thereof. The Subrecipient may set *de*

EXHIBIT B
FEDERAL PROVISIONS

minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. These codes or standards shall prohibit the Subrecipient's officers, employees, board members, or agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, such code or standards shall include penalties, sanctions, or other disciplinary actions for violations by the Subrecipient's officers, employees, board members, or agents, or by subcontractors, lessees, subrecipients, other participants, or their agents. The Subrecipient must fully comply with all the requirements and obligations of chapter 42.52 RCW that govern ethics in state and local governments.

- 1) Personal Conflict of Interest. The Subrecipient's code or standards shall prohibit the Subrecipient's employees, officers, board members, or agents from participating in the selection, award, or administration of a contract supported by Federal Funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm or entity selected for award:
 - a) The employee, officer, board member, or agent;
 - b) Any member of his or her immediate family;
 - c) His or her partner; or
 - d) An organization that employs, or is about to employ, any of the above.
 - 2) Organizational Conflict of Interest. The Subrecipient's code or standard of conduct must 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, subagreement, lease, or other arrangement at any tier may, without some restrictions on future activities, result in an unfair competitive advantage to the subrecipient, lessee, third-party contractor, or other participant at any tier of the Project or impair its objectivity in performing the work under this Agreement.
- B. Debarment and Suspension. The Subrecipient agrees to comply, and assures the compliance of each subrecipient, lessee, third-party contractor, or other participant at any tier of the Project, with the requirements of Executive Orders Numbers 12549 and 12689. Per 2 CFR § 180.220, a contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders Nos. 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), *Debarment and Suspension*. SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. The Subrecipient agrees to, and assures that its subrecipients, lessees, third-party contractors, and other participants at any tier of the Project will search the System for Award Management at www.sam.gov before entering into any subagreement, lease, third-party contract, or other arrangement in connection with the Project, and will include a similar term or condition in each of its lower-tier covered transactions. Subrecipient understands that a suspension, debarment, or other similar action against a third party by Subrecipient is considered an adverse action that can result in a change in Project performance and agrees to provide immediate written notice to FTA.
- C. Bonus or Commission. The Subrecipient affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its application for federal financial assistance for this Project.

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D. Restrictions on Lobbying. The Subrecipient agrees to:

- 1) Comply with Byrd Anti-Lobbying Amendment, 31 USC § 1352(a) and will not use 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 or Cooperative Agreement; and
- 2) Comply, and assure compliance by each subcontractor at any tier, each lessee at any tier and each subrecipient at any tier, with applicable requirements of DOT regulations, *New Restriction on Lobbying*, 49 CFR Part 20, modified as necessary by 31 USC § 1352; and
- 3) Comply with federal statutory provisions to the extent applicable prohibiting the use of Federal assistance Funds for activities designed to influence Congress or a state legislature on legislation or appropriations, except through proper, official channels.

E. Employee Political Activity. To the extent applicable, the Subrecipient agrees to comply with the provisions of the Hatch Act, 5 USC §§ 1501 through 1508, and §§ 7324 through 7326, and Office of Personnel Management regulations, *Political Activity of State or Local Officers or Employees*, 5 CFR 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 in part with Federal Funds including a loan, grant, or cooperative agreement. Nevertheless, in accordance with 49 USC § 5307 (k)(2)(B) and 23 USC § 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 assistance pursuant to the MAP-21 or SAFETEA-LU provisions and/or receiving FTA assistance to whom the Hatch Act does not otherwise apply.

F. False or Fraudulent Statements or Claims. The Subrecipient acknowledges and agrees that:

- 1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 *et seq.*, and DOT regulations, *Program Fraud Civil Remedies*, 49 CFR Part 31, apply to its activities in connection with the Project. Accordingly, by executing this Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by this Agreement. In addition to other penalties that may apply, the Subrecipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Subrecipient to the extent the Federal Government deems appropriate.
- 2) Criminal Fraud. If the Subrecipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement in connection with this Project authorized under 49 USC Chapter 53 or any other federal law, the Federal Government reserves the right to impose on the Subrecipient the penalties of 49 USC §5323(1), 18 USC § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate.
- 3) Subrecipient understands that a false claim is considered an adverse action that can result in a change in Project performance.

G. Trafficking in Persons. To the extent applicable, the Subrecipient agrees to comply with, and assures the compliance of each subrecipient with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000 (“TVPA”), as amended, 22 USC § 7104(g), and the provisions of this Subsection 3.g of FTA Master Agreement (23) dated October 1, 2016, which by this reference is incorporated herein as if fully set out in this Agreement, and any amendments

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thereto consistent with OMB guidance, *Trafficking in Persons: Grants and Cooperative Agreements*, 2 CFR Part 175.

12. CIVIL RIGHTS

The Subrecipient shall comply with all applicable civil rights laws, regulations and directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

- A. Nondiscrimination in Federal Transit Programs. The Subrecipient agrees to comply, and assures compliance by each third-party contractor, lessee or other participant at any tier, with the provisions of 49 USC § 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, disability, sexual orientation, gender identity, status as a parent, or age, and prohibits discrimination in employment or business opportunity;
- B. Nondiscrimination-Title VI of the Civil Rights Act. The Subrecipient agrees to comply, and assure compliance by each third-party contractor at any tier, 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 USC §§ 2000d *et seq.*; and DOT regulations, *Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act*, 49 CFR Part 21. Except to the extent FTA determines otherwise in writing, the Subrecipient also agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1, *Title VI Requirements and Guidelines for Federal Transit Administration Recipients*, to the extent consistent with applicable Federal laws, regulations, and guidance; and DOJ, *Guidelines for the enforcement of Title VI, Civil Rights Act of 1964*, 28 CFR § 50.3, and any other applicable Federal guidance that may be issued;
- C. Equal Employment Opportunity. The Subrecipient agrees to comply, and assures compliance by each third-party contractor, lessee or other participant at any tier of the Project, with all EEO provisions of 49 USC §5332, with requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 USC § 2000e *et seq.*, and Executive Order 11246 and Executive Order 13672, FTA Circular 4704.1, *Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients*, and any implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the Subrecipient also agrees to comply with any applicable Federal EEO directives that may be issued. Accordingly:
 - 1) The Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, sexual orientation, gender identify status as a parent, 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, sexual orientation, gender identity, status as a parent, 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. The Subrecipient shall also comply with any implementing requirements FTA may issue.
 - 2) If the Subrecipient is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of this Agreement. Failure by the Subrecipient to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out the approved EEO program, the Federal Government may impose such remedies, as it considers appropriate, including termination of federal financial assistance,

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or other measures that may affect the Subrecipient's eligibility to obtain future federal financial assistance for transportation projects.

- D. Nondiscrimination on the Basis of Sex. The Subrecipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 USC §§ 1681 *et seq.* and with any implementing Federal regulations that prohibit discrimination on the basis of sex that may be applicable.
- E. Nondiscrimination on the Basis of Age. The Subrecipient agrees to comply with applicable requirements of:
- 1) The Age Discrimination Act of 1975, as amended, 42 USC §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, *Nondiscrimination on the Basis of Age in Programs and Activities Receiving Federal Financial Assistance*, 45 CFR Part 90, which prohibits discrimination on the basis of age.
 - 2) The Age Discrimination in Employment Act ("ADEA") 29 USC §§ 621 through 634 and with implementing EEOC regulations, *Age Discrimination in Employment Act*, 29 CFR Part 1625.
- F. Disabilities-Employment. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Subrecipient agrees that it will comply with the requirements of EEOC, *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, the Subrecipient agrees to comply with FTA Circular 4710.1, *Americans with Disabilities Act: Guidance*, and any implementing requirements FTA may issue.
- G. Disabilities-Access. The Subrecipient agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, which prohibit discrimination on the basis of handicap; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §§ 12101 *et seq.*, which requires the provision of accessible facilities and services to be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 USC §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are the following: 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 DOT regulations; *Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles*, 36 CFR Part 1192 and 49 CFR Part 38; 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; GSA regulations, *Accommodations for the Physically Handicapped*, 41 CFR Subpart 101-19; EEOC, *Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act*, 29 CFR Part 1630; U.S. Federal Communications Commission regulations, *Telecommunications Relay Services and Related Custom Premises Equipment for the Hearing and Speech Disabled*, 47 CFR Part 64, Subpart F; U.S. Architectural and Transportation Barriers Compliance Board ("ATBCB") regulations, *Electronic and Information Technology Accessibility Standards*, 36 CFR Part 1194; FTA regulations, *Transportation for Elderly and Handicapped Persons*, 49 CFR Part 609; and

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Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.

- H. Drug or Alcohol Abuse Confidentiality and Other Civil Rights Protections. The Subrecipient agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended 21 USC §§ 1101 *et seq.*; with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; 42 USC §§ 4541 *et seq.*; and comply with the Public Health Service Act of 1912, as amended, 42 USC §§ 290dd through 290dd-2, and any amendments to these laws. The Subrecipient understands the requirements of confidentiality concerning persons covered and/or receiving services and/or treatment regarding alcohol and drug abuse, as defined in the aforementioned acts as applicable, including any civil and criminal penalties for not complying with the requirements of confidentiality and that failure to comply with such requirements may result in termination of this Agreement.
- I. Access to Services for Persons with Limited English Proficiency. The Subrecipient agrees to comply with the policies of Executive Order No. 13166, *Improving Access to Services for Persons with Limited English Proficiency*, 42 USC § 2000d-1 note, and with provisions of DOT Notice *DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons*, 70 Fed. Reg. 74087, December 14, 2005.
- J. 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 USC § 4321 note; and DOT Order 5610.2, *Department of Transportation Actions to address Environmental Justice in Minority Populations and Low-Income Populations*, 62 Fed. Reg. 18377 *et seq.*, April 15, 1997, and the most recent and applicable edition of FTA Circular 4703.1, *Environmental Justice Policy Guidance for Federal Transit Administration Recipients*, August 15, 2012, except to the extent that the Federal Government determines otherwise in writing.
- K. Other Nondiscrimination Statutes. The Subrecipient agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination and other nondiscrimination statute(s) that may apply to the Project including chapter 49.60 RCW.

13. PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES

To the extent applicable, the Subrecipient shall take the following measures to facilitate participation by DBEs in the Project:

- A. The Subrecipient agrees to comply with section 1101(b) of MAP-21, 23 USC §101 note, and DOT regulations, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*, 49 CFR Part 26; and Federal transit law, specifically 49 USC § 5332.
- B. The Subrecipient agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third-party contract, or sub-agreement supported with federal assistance derived from the DOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subrecipient agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and sub-agreements supported with federal assistance derived from the DOT and to follow all requirements specified in WSDOT's *Consolidated Grants Program Guidebook*, and any amendments thereto, referencing DBE standards and any amendments thereto. The Subrecipient's DBE program, as required by 49 CFR Part 26 and approved by the DOT, is incorporated by

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reference and made part of this Agreement. Implementation of the DBE program is a legal obligation, and failure to carry out its terms shall be treated as violation of this Agreement. Upon notification to the Subrecipient of its failure to implement its approved DBE program, the DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001, and/or the Program Fraud Civil Remedies Act, 31 USC §§ 3801 *et seq.*

14. ENERGY CONSERVATION AND ENVIRONMENTAL REQUIREMENTS

In addition to the requirements of Section 15, Environmental Requirements, of the Agreement, the Subrecipient shall comply with the following:

- A. Energy Conservation. The Subrecipient shall comply with the mandatory standards and policies relating to energy efficiency standards and policies within the Washington State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 *et seq.*, and any amendments thereto.
- B. Environmental Protection. The Subrecipient agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended (“NEPA”), 42 USC §§ 4321 through 4335; Executive Order No. 11514, as amended, *Protection and Enhancement of Environmental Quality*, 42 USC § 4321 note; FTA statutory requirements at 49 USC § 5324(b); U.S. Council on Environmental Quality regulations imposing requirements for compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR Part 1500 through 1508; joint Federal Highway Administration (“FHWA”)/FTA regulations, *Environmental Impact and Related Procedures*, 23 CFR Part 771 and 49 CFR Part 622, and subsequent Federal environmental protection regulations that may be promulgated. The Subrecipient agrees to comply with 23 USC §§ 139 and 326 as applicable, and implement those requirements in accordance with the provisions of joint FHWA/FTA final guidance, *SAFETEA-LU Environmental Review Process (Public Law 109-59)*, 71 Fed. Reg. 66576 *et seq.*, November 15, 2006, and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.
- C. Clean Water. The recipient agrees to comply with all applicable Federal laws and regulations and follow Federal directives implementing the Clean Water Act, as amended, 33 USC §§ 1251 through 1377, 42 USC §§ 300f through 300j-6, and 42 USC § 7606, including any revisions thereto. In the event that the Federal Funds identified in the caption space header of this Agreement entitled *Project Cost*, exceed \$100,000.00 (one-hundred-thousand dollars), the Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 USC § 1368, and other applicable requirements of the Clean Water Act.
- D. Clean Air. The Subrecipient agrees to comply with all applicable Federal laws and regulations and follow Federal directives implementing the Clean Air Act, as amended, 42 USC §§ 7401 through 7671q and the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 – 1387, and any revisions thereto. In the event that the federal share, identified in *Project Cost* of this Agreement exceeds \$150,000.00 (one-hundred-fifty-thousand dollars), the Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to Section 306 of the Clean Air Act, as amended, 42 USC § 7606, and other applicable provisions of the Clean Air Act.
- E. Violating Facilities. The Subrecipient agrees to:
 - 1) Refrain from using any violating facilities.
 - 2) Report each violation to STA and understands and agrees that STA will, in turn, report each violation to the FTA and to the appropriate EPA Regional Office.

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- 3) Include these requirements in each subcontract exceeding \$150,000.00 (one-hundred-fifty-thousand dollars) financed in whole or in part with federal assistance provided by FTA.
- F. Other Environmental Federal Laws. The Recipient agrees to comply or facilitate compliance and assures that its third-party participants will comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to *Protection of Wetlands*, and Executive Order Nos. 11988 and 13690 relating to *Floodplain Management*.

15. PLANNING AND PRIVATE ENTERPRISE

FTA Requirements. The Subrecipient agrees to implement the Project in a manner consistent with the plans developed in compliance with the applicable planning and private enterprise provisions of 49 USC §§ 5303, 5304, 5306, and 5323(a)(1); joint FHWA/FTA regulations, *Statewide Transportation Planning: Metropolitan Transportation Planning*, 23 CFR Part 450 and 49 CFR Part 613, and any amendments thereto; and with FTA regulations, *Major Capital Investment Projects*, 49 CFR Part 611, to the extent that these regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and when promulgated, any subsequent amendments to those regulations or the MAP-21 amendments, whichever is applicable according to the funding in this Agreement. To the extent feasible, the Subrecipient agrees to comply with the provisions of 49 USC § 5323(k), which afford governmental agencies and non-profit organizations that receive Federal assistance for non-emergency transportation from Federal Government sources, other than DOT, an opportunity to be included in the design, coordination, and planning of transportation services. During the implementation of the Project, the Subrecipient agrees to take into consideration the recommendations of Executive Order No. 12803, *Infrastructure Privatization*, 31 USC § 501 note, and Executive Order No 12893, *Principles for Federal Infrastructure Investments*, 31 USC § 501 note.

16. SUBSTANCE ABUSE

- A. Drug-free Workplace. To the extent applicable, the Subrecipient agrees to comply with the Federal regulations and guidance related to the Drug Free Workplace Act of 1988, 41 USC § 8103 *et seq.*, and any amendments thereto, 2 CFR Part 182, and 49 CFR Part 32, and to FTA regulations, *Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations*, 49 CFR Part 655 and 49 USC § 5331, as amended by MAP-21.
- B. Privacy Act. The Subrecipient agrees to comply with the confidentiality and other civil rights provisions pertaining to substance abuse contained in the Civil Rights clause of this Agreement.
- C. Non Compliance. The Subrecipient agrees that if FTA determines non-compliance with these laws and regulations, the FTA Administrator may bar Subrecipient from receiving all or a portion of the Federal transit assistance it would otherwise receive.

17. FEDERAL “\$1 COIN” REQUIREMENTS

To the extent required by the Federal Government, the Subrecipient agrees to comply with the provisions of Section 104 of the Presidential \$1 Coin Act of 2005, 31 USC § 5112(p), so that the Subrecipient’s equipment and facilities requiring the use of coins or currency will be fully capable of accepting and dispensing \$1 coins in the connection with that use. The Subrecipient also agrees to display signs and notices denoting the capability of its equipment and facilities on its premises where coins or currency are accepted or dispensed, including on each vending machine.

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18. SAFE OPERATION OF MOTOR VEHICLES

As applicable, Subrecipient is encouraged to comply with the following provisions:

- A. Executive Order No. 13043, *Increasing Seat Belt Use in the United States*, 23 USC § 402 note. Subrecipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for personnel that operate company-owned vehicles.
- B. Executive Order No. 13513, *Federal Leadership on Reducing Text Messaging While Driving*, October 1, 2009, 23 USC § 402 note, and DOT Order 3902.10, *Text Messaging While Driving*, December 30, 2009. Subrecipient is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving. Subrecipient is also encouraged to conduct workplace safety initiatives in a manner commensurate with its size.

19. FREEDOM OF INFORMATION ACT

Subrecipient understands and agrees that the *Freedom of Information Act*, 5 USC § 552 (“FOIA”), applies to the information and documents, both paper and electronic, submitted to STA, FTA and DOT. The Subrecipient should therefore be aware that all applications and materials submitted that are related to the Project will become agency records and are subject to public release through individual FOIA or state public disclosure requests.

20. UNIVERSAL IDENTIFIER

Subrecipient shall, in accordance with 2 CFR Part 25, obtain a Dun and Bradstreet Data Universal Numbering System (“DUNS”) number as a universal identifier for Federal financial assistance recipients.

21. LABOR PROVISIONS

In addition to the requirements of Section 18, Labor Provisions, of the Agreement, the Subrecipient shall comply with the following:

- A. Contract Work Hours and Safety Standards Act. The Subrecipient shall comply with, and shall require the compliance by each subcontractor at any tier, any applicable employee protection requirements for non-construction employees as defined by the Contract Work Hours and Safety Standards Act, as amended, 40 USC § 3701 *et seq.*, and specifically, the wage and hour requirements of section 102 of that Act at 40 USC § 3702 and DOL regulations, *Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)* at 29 CFR, Part 5; and the safety requirements of section 107 of that Act at 40 USC § 3704, and implementing DOL regulations, *Safety and Health Regulations for Construction*, 29 CFR Part 1926.
- B. Fair Labor Standards Act. The Subrecipient agrees that the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 USC §§ 201 *et seq.*, apply to employees performing work involving commerce, and apply to any local government employees that are public transit authority employees. The Subrecipient shall comply with the Fair Labor Standards Act’s minimum wage and overtime requirements for employees performing work in connection with the Project.
- C. Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the Subrecipient during the course of the work and preserved for a period of six (6) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such

EXHIBIT B
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records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act, Public Law 88-349 as amended by 40 USC §§ 3141 *et seq.*, and pursuant to 49 USC §5333(a) *et seq.*, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Public Law 88-349, as amended by 40 USC § 3141 *et seq.* and pursuant to 49 USC § 5333(a), the Subrecipient shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Subrecipient's employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- D. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (A) of this Section the Subrecipient and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Subrecipient and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this Section, in the sum of ten dollars (\$10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (C) of this Section.
- E. Withholding for Unpaid Wages and Liquidated Damages. The Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or subcontractor under any such contract or any other federal contract with the same prime Subrecipient, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Subrecipient, such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (E) of this Section.
- F. Public Transportation Employee Protective Agreement. To the extent required by Federal Law, the Subrecipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 USC § 5333 (b), in accordance with the DOL guidelines, *Section 5333(b), Federal Transit Law*, 29 CFR Part 215 and any amendments thereto. These terms and conditions are identified in DOL's certification of public transportation employee protective arrangements to FTA. The Subrecipient agrees to implement the Project in accordance with the conditions stated in that DOL certification, which certification and any documents cited therein are incorporated by reference and made part of this Agreement. The Subrecipient also agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program that is most current as of the date of execution of this Agreement and any alternative comparable arrangements specified by DOL for application to the Project, in accordance with DOL guidelines, *Section 5333(b), Federal Transit Law*, 29 CFR Part 215, and any revision thereto.

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22. GENERAL COMPLIANCE ASSURANCE

In addition to the requirements of Section 5, General Compliance Assurance, of the Agreement, the Subrecipient agrees to give reasonable guarantees that it and its subcontractors, lessees and any third-party contractors under this Agreement, will comply with all requirements imposed by, or pursuant to, 49 USC chapter 53 and other applicable Federal regulations. The Subrecipient agrees to comply with the provisions of 2 CFR part 1201 and cost principles as defined in OMB circulars 2 CFR Part 200.

23. PUBLIC TRANSPORTATION SAFETY

In accordance with 49 USC § 5329, the Recipient agrees to comply with applicable laws, regulations, and requirements and follow applicable guidance that implement the Public Transportation Safety Program provisions of 49 USC § 5329(b) through (d), except as FTA determines otherwise in writing.

- SAMPLE -

5310 SUBRECIPIENT OPERATING AGREEMENT

DESIGNATED RECIPIENT		SUBRECIPIENT	
Spokane Transit Authority 1230 W Boone Avenue Spokane, WA 99201		Company Address City, ST Zip	
P: (509) 325-6000		P: (XXX) XXX-XXXX	
Contact: Name Title E: XXX P: (509) XXX-XXXX		Contact: Name Title E: XXX P: (XXX) XXX-XXXX	
Federal Tax ID #:	XXX	Federal Tax ID:	XXX
Agreement #:	XXX	DUNS:	XXX

FEDERAL AWARD SUMMARY			
Awarding Agency:	XXX	R&D Award:	Choose an item.
FAIN #:	XXX	Designated Recipient FAIN Total Award:	\$ XXX,XXX.XX
FAIN Award Date:	XXX	Subrecipient FAIN Total Project Award:	\$ XXX,XXX.XX
CFDA #:	XXX	Subrecipient Aggregate Federal Funds Awarded:	\$ XXX,XXX.XX
CFDA Name:	XXX		

PROJECT SUMMARY			
Federal Funds:		\$XXX,XXX.XX	
Subrecipient Funds:		\$XXX,XXX.XX	
Total Funds:		\$XXX,XXX.XX	
Project Start Date:	Click or tap to enter a date.	Project End Date:	Click or tap to enter a date.
Project Description:	XXX		
Project Service Area:	XXX		

This Subrecipient Operating Agreement (“Agreement”) is entered into by and between the **Spokane Transit Authority**, a municipal corporation of the State of Washington (“STA” or “Designated Recipient”), and **XXX**, a XXX organization (“Subrecipient”); each individually referred to as “Party” and collectively as “Parties”.

WHEREAS, Federal funding is authorized under the Moving Ahead for Progress in the 21st Century Act (“MAP-21”), Enacted as Public Law 112-141, July 6, 2012; or other Federal laws the Federal Transit Administration (“FTA”) administers to the extent FTA so determines; and the Highway and Transportation Funding Act of 2014, Pub. L. 113-159, August 8, 2014; and

WHEREAS, funding is authorized under 49 USC § 5310 / MAP-21 for Enhanced Mobility of Seniors and Individuals with Disabilities Program, and any subsequent amendments and resolutions thereto; and

WHEREAS, STA is the Designated Recipient of FTA Section 5310 grant funding awarded under 49 USC § 5310; and

WHEREAS, through a local review and selection process, Subrecipient has been selected as a subrecipient of a FTA Enhanced Mobility of Seniors and Individuals with Disabilities Grant, authorized under 49 USC Chapter 53, and specifically, grants awarded under 49 USC § 5310, and any subsequent amendments and resolutions thereto; and

WHEREAS, STA, as the Designated Recipient, is responsible for the administration and management of Subrecipient’s use of Grant funds pursuant to 49 USC § 5310, and will reimburse Subrecipient for eligible costs incurred in its performance of this Agreement; and

WHEREAS, Subrecipient shall provide quarterly reports to STA with all necessary federal performance measure data, as specified in Section 10 and backup data in order to validate the performance measure data provided to STA; and

WHEREAS, Subrecipient shall at all times comply with the requirements of 49 USC § 5310, and all applicable FTA regulations, policies, procedures and directives, including those listed herein or by reference, as they may be amended or promulgated from time to time during the term of this Agreement, and shall require compliance of these regulations by any third party contractor or lower tier recipient of Grant funds, who is hired by Subrecipient to implement this Agreement; and

WHEREAS, Subrecipient shall sign all applicable federal certifications as directed by STA, to ensure compliance with FTA regulations, policies, procedures and directives. These certifications may include compliance with government-wide Suspension and Debarment, Disadvantaged Business Enterprises, Buy America and lobbying laws, rules and regulations.

NOW, THEREFORE, in consideration of the terms, conditions, performances and mutual covenants herein set forth and the attached Exhibit A, *Scope of Work and Budget*, which are incorporated and made a part hereof, it is mutually agreed as follows:

1. PURPOSE OF AGREEMENT

- A. The purpose of this Agreement is to facilitate STA’s provision of grant management services to the Subrecipient for the implementation of XXX, hereinafter known as the “Project”.

- B. In addition to the requirements of Sections 1 through 40 of this Agreement, the Subrecipient will also comply with all requirements imposed by, or pursuant to, 49 USC chapter 53, all other applicable federal laws, regulations and requirements, and the requirements set forth in Exhibit B, *Federal Provisions*, a copy of which is attached hereto and by this reference incorporated into this Agreement.

2. DEFINITIONS

The following capitalized terms shall be defined as follows throughout this Agreement.

Term	Definition
ADA	Americans with Disabilities Act of 1990, as amended.
CFR	Code of Federal Regulations
DBE	Disadvantaged Business Enterprises
DOJ	United States Department of Justice
DOL	United States Department of Labor
DOT	United States Department of Transportation
EEO	Equal Employment Opportunity
EEOC	Equal Employment Opportunity Commission
EPA	United States Environmental Protection Agency
FAIN	Federal Award Identification Number
FTA	Federal Transit Administration
Grant	Funding allocated under FAIN.
GSA	United States General Services Administration
OMB	United States Office of Management and Budget
USC	United States Code
WSDOT	Washington State Department of Transportation

3. SCOPE OF PROJECT

The Subrecipient shall undertake and complete the Project described and detailed in Exhibit A, *Scope of Work and Budget*, and operate the service within the area described in the caption space header titled *Project Service Area*, in accordance with the terms and conditions of this Agreement. The caption space header titled *Project Service Area* and all caption space headers are by this reference incorporated herein as if fully set out in this Agreement.

4. TERM OF AGREEMENT

The Subrecipient shall commence, perform, and complete the Project within the time defined in the caption space header titled *Project Start Date* and *Project End Date* on this Agreement regardless of the date of signature and execution of this Agreement, unless terminated as provided herein.

5. GENERAL COMPLIANCE ASSURANCE

The Subrecipient agrees to comply with all instructions as prescribed in the Washington State Department of Transportation *Consolidated Grants Program Guidebook*, and any amendments thereto, found at <https://www.wsdot.wa.gov/transit/grants/manage>, which by this reference is fully incorporated herein.

The Subrecipient agrees that STA, and/or any authorized STA representative, shall have not only the right to monitor the compliance of the Subrecipient with respect to the provisions of this Agreement, but also have the right to seek judicial enforcement with regard to any matter arising under this Agreement.

6. PROJECT COST

- A. Total Project Cost. The projected “Total Project Cost” amount is detailed in the table titled *Total Project Cost* in Exhibit A, *Scope of Work and Budget*. The Subrecipient agrees to expend eligible funds, together with any “Subrecipient Funds” detailed in the caption space header titled *Subrecipient Funds*, allocated for the Project, in an amount sufficient to complete the Project as detailed in Exhibit A, *Scope of Work and Budget*. The Subrecipient further agrees that there shall be no reduction in the amount specified as Subrecipient Funds unless there is a concurrent proportional reduction in the “Federal Funds”, or STA pre-approves the reduction in writing. If at any time the Subrecipient becomes aware that the cost which it expects to incur in the performance of this Agreement will exceed or be less than the Total Project Cost, the Subrecipient shall notify STA in writing within thirty (30) days of making that determination.
- B. Minimum Match. The Subrecipient is required to provide a minimum match of funds for the Project, identified as Subrecipient Funds in the table titled, *Total Project Costs*. Any reduction in Subrecipient Funds will result in a proportional reduction in Federal Funds.
- C. The Subrecipient shall pay from Subrecipient Funds, and be solely responsible for, all charges, late fees and fines, as well as any permits and/or inspection fees, and taxes which may be imposed with respect to the Project.

7. PAYMENT

- A. Federal Funds shall be used to reimburse the Subrecipient for allowable expenses incurred in completing the Project. Allowable Project expenses shall be determined by STA as described in WSDOT’s *Consolidated Grants Program Guidebook*, and any amendments thereto. In no event shall the total amount reimbursed by STA exceed the amount of Federal Funds identified in the table titled *Total Project Costs*.
- B. Payment will be made by STA on a reimbursable basis for actual net Project costs incurred within the timeframe in the caption space titled *Project Start Date* and *Project End Date*. Such costs to be reimbursed shall be calculated as described in WSDOT’s *Consolidated Grants Program Guidebook*, and any amendments thereto. STA shall make no payments for costs incurred prior to the beginning or after the ending dates shown in the caption space titled *Project Start Date* and *Project End Date*. The Subrecipient shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per quarter. If approved by STA, said invoices shall be paid by STA within thirty (30) days. Payment is subject to the submission to and approval by STA of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to STA must include a record of the actual costs.

8. ASSIGNMENTS & SUBCONTRACTS

- A. Unless otherwise authorized in advance and in writing by STA, the Subrecipient shall not assign any portion of the Project 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.
- B. The Subrecipient agrees to include Sections 5, 8 through 18, 23 and 24 of this Agreement in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any incidental goods or supplies, or the performance of any work to be accomplished under this Agreement. It is further agreed that those clauses shall not be modified in any such subcontract, except to identify the subcontractor or other person or entity that will be subject to its provisions. In addition, the following provision shall be included in any advertisement or invitation to bid for any procurement by the Subrecipient under this Agreement:

“Statement of Financial Assistance: This Agreement is subject to the appropriations of the Federal Transit Administration.”

- C. The Subrecipient also agrees to incorporate Exhibit B, *Federal Provisions*, into each contract, subcontract or agreement it enters into in the performance of its obligations under this Agreement.

9. NO OBLIGATION BY STA

No contract between the Subrecipient and its subcontractors shall create any obligation or liability for STA with regard to this Agreement without STA’s specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

10. REPORTS

- A. The Subrecipient shall prepare quarterly reports regarding services provided pursuant to this Agreement and other related information as prescribed in WSDOT’s *Consolidated Grants Program Guidebook*, and any amendments thereto, or as requested by STA. Any required quarterly progress reports shall be submitted for the duration of this Agreement period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook. Those reports include, but are not limited to:
 - 1) Project Passenger Trips Provided
 - 2) Project Service Hours Provided
 - 3) Project Revenue Service Miles Provided
 - 4) Narrative Progress Report
 - 5) Financial Status/Summaries of the Project
- B. Remedies for Misuse or Noncompliance. The Subrecipient shall not use the Project or any part thereof in a manner different from that set forth in Section 2. If STA determines that the Project has been used in a manner different from Section 2, STA may direct the Subrecipient to repay STA all State Funds and/or Federal Funds identified under *Project Cost*. STA may also withhold

payments should it determine that the Subrecipient has failed to comply with any provision of this Agreement.

11. PROJECT CLOSEOUT

- A. The Subrecipient must submit, no later than ninety (90) calendar days after the Project End Date, all financial, performance and other reports as required by the terms and conditions of the Grant. STA may approve extensions when requested by the Subrecipient.
- B. Unless the FTA or Designated Recipient authorizes an extension, the Subrecipient must liquidate all obligations incurred under the Project not later than ninety (90) calendar days after the Project End Date.
- C. STA shall make prompt payment to Subrecipient for any remaining allowable reimbursable costs.
- D. The Subrecipient must promptly refund any balances of unobligated cash that the Designated Recipient paid in advance or paid and that are not authorized to be retained by the Subrecipient for use in other projects.
- E. The Subrecipient must account for any real and personal property acquired with Grant funds or received from the Federal Government in accordance with §§200.310 Insurance coverage through 200.316 Property trust relationship and §200.329 Reporting on real property.

12. ETHICS

- A. Relationships with Employees and Officers of STA. The Subrecipient shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of STA, nor shall Subrecipient rent or purchase any equipment and materials from any employee or officer of STA.
- B. Employment of Former STA Employees. The Subrecipient hereby warrants that it shall not engage on a full-time, part-time, or other basis during the period of this Agreement, any professional or technical personnel who are, or have been, at any time during the period of this Agreement, in the employ of STA without written consent of STA.
- C. Anti-Kickback. No officer or employee of the Spokane Transit Authority or the Subrecipient, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

13. COMPLIANCE WITH LAWS & REGULATIONS

The Subrecipient agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The Subrecipient will adhere to all of the nondiscrimination provisions in chapter 49.60 RCW. Except when a federal statute or regulation preempts state or local law, no provision of this Agreement shall require the Subrecipient to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this Agreement violate state or local law, or would require the Subrecipient to violate state or local law, the Subrecipient agrees to

notify STA immediately in writing. Should this occur, STA and the Subrecipient agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

14. ENVIRONMENTAL REQUIREMENTS

The Subrecipient agrees to comply with all applicable requirements of chapter 43.21C RCW *State Environmental Policy Act* (“SEPA”).

15. ACCOUNTING RECORDS

- A. Project Accounts. The Subrecipient agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Subrecipient agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to STA upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.
- B. Documentation of Project Costs and Program Income. The Subrecipient agrees to support all allowable costs charged to the Project, including any approved services contributed by the Subrecipient or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The Subrecipient also agrees to maintain accurate records of all program income derived from implementing the Project.

16. AUDITS, INSPECTION & RECORDS RETENTION

- A. Submission of Proceedings, Contracts, Agreements, and Other Documents. During the term of the Project and for six (6) years thereafter, the Subrecipient agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as STA may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the Subrecipient’s obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.
- B. General Audit Requirements. The Subrecipient agrees to obtain any other audits required by STA at Subrecipient’s expense. Project closeout will not alter the Subrecipient’s audit responsibilities.
- C. Inspection. The Subrecipient agrees to permit STA and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the Subrecipient and its subcontractors pertaining to the Project. The Subrecipient agrees to require each third party to permit STA, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

17. LABOR PROVISIONS

Overtime Requirements. No Subrecipient or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. Subrecipient will comply with Title 49 RCW, Labor Regulations.

18. CHANGED CONDITIONS AFFECTING PERFORMANCE

The Subrecipient hereby agrees to immediately notify STA of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this Agreement.

19. NOTICES

All notices, requests, claims, demands and other communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by registered or certified mail, postage prepaid, return receipt requested; (3) by regular mail, postage prepaid; or (4) by facsimile or email, addressed to the respective contact of the Parties as set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) upon receipt after dispatch by registered or certified mail, postage prepaid; (3) three (3) business days after the date of mailing by regular mail, postage prepaid; or (4) upon confirmation of receipt when transmitted by facsimile or a read receipt when transmitted by email.

Subrecipient	Spokane Transit Authority
Name Title Company Address City, ST ZIP E: XXX P: (XXX) XXX-XXXX F: (XXX) XXX-XXXX	Robert West Contracts Compliance Specialist Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: rwest@spokanetransit.com P: (509) 325-6062 F: (509) 325-6036

20. COMMUNICATIONS

Any administrative or operational communications required by the Parties' obligations under this Agreement shall be directed to the Parties' representatives below:

Subrecipient	Spokane Transit Authority
Name Title Company Address City, ST ZIP E: XXX P: (XXX) XXX-XXXX	Name Title Spokane Transit Authority 1230 W Boone Ave Spokane, WA 99201 E: XXX P: (509) XXX-XXXX

Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by facsimile or email, addressed to the designated representative of the Parties as set forth above, or as may be revised by written notice in accordance with Section 19 of this Agreement.

21. DISPUTES

- A. Disputes. Disputes, arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by STA's Contract Compliance Specialist or their designee. This decision shall be final and conclusive unless within ten (10) days from the date of Subrecipient's receipt of STA's written decision, the Subrecipient mails or otherwise furnishes a written appeal to STA's Chief Executive Officer or their designee. The Subrecipient's appeal shall be decided in writing by STA's Chief Executive Officer within thirty (30) days of receipt of the appeal by the Chief Executive Officer or their designee. The decision of STA's Chief Executive officer shall be binding upon the Subrecipient and the Subrecipient shall abide by the decision.
- B. Performance During Dispute. Unless otherwise directed by STA, Subrecipient shall continue performance under this Agreement while matters in dispute are being resolved.
- C. Claims for Damages. Should either Party to this Agreement suffer injury or damage to person, property, or right because of any act or omission of the other Party or any of that Party's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other Party within thirty (30) days after the first observance of such injury or damage.
- D. Rights and Remedies. All remedies provided in this Agreement are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the Parties hereto. No action or failure to act by STA or Subrecipient shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

22. NONCOMPLIANCE WITH GRANT TERMS

If the Subrecipient fails to comply with Federal statutes, regulations or the terms & conditions of the Grant, the FTA or Designated Recipient may impose additional conditions on the Subrecipient as described in 2 CFR § 200.207. If the FTA or Designated Recipient determines that Subrecipient noncompliance cannot be remedied by the imposition of such additional conditions, the FTA or Designated Recipient may take one or more of the following actions as it deems necessary and appropriate to the circumstances:

- A. Temporarily withhold payment to the Subrecipient cost of the activity or action that is not in compliance;
- B. Disallow the use of Federal Funds, Subrecipient Funds or both for all or part of the cost of the activity or action not in compliance;
- C. Wholly or partially terminate the Subrecipient award or Grant award;
- D. Recommend to the FTA Subrecipient suspension or debarment proceedings as authorized under 2 CFR 180 and FTA regulation;
- E. Withhold further Federal awards for the Project; or
- F. Exercise other remedies that may be legally available.

23. SUSPENSION / TERMINATION

- A. Termination for Convenience. STA and/or the Subrecipient may suspend or terminate this Agreement, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other Party. STA and the Subrecipient shall agree upon the Agreement termination provisions including, but not limited to, the settlement terms, conditions, and in the case of partial termination, the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination, the portion to be terminated. However if, in the case of partial termination, STA determines that the remaining portion of the award will not accomplish the purposes for which the award was made, STA may terminate the award in its entirety. The Parties may terminate this Agreement for convenience for reasons including, but not limited to, the following:
 - 1) The requisite funding becomes unavailable through failure of appropriation or otherwise;
 - 2) STA determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
 - 3) The Subrecipient is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
 - 4) The Subrecipient is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the Subrecipient; or

- 5) In the case of termination for convenience under subsections A.1-5 above, STA shall reimburse the Subrecipient for all costs payable under this Agreement that the Subrecipient properly incurred prior to termination. The Subrecipient shall promptly submit its claim for reimbursement to STA. If the Subrecipient has any property in its possession belonging to STA, the Subrecipient will account for the same, and dispose of it in the manner STA directs.
- B. Termination for Default. STA may suspend or terminate this Agreement for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the Subrecipient, if the Subrecipient materially breaches or fails to perform any of the requirements of this Agreement, including, but not limited to:
- 1) Takes any action pertaining to this Agreement without the approval of STA, which under the procedures of this Agreement would have required the approval of STA;
 - 2) Jeopardizes its ability to perform pursuant to this Agreement, United States of America laws, Washington state laws, or local governmental laws under which the Subrecipient operates;
 - 3) Fails to make reasonable progress on the Project or other violation of this Agreement that endangers substantial performance of the Project; or
 - 4) Fails to perform in the manner called for in this Agreement or fails, to comply with, or is in violation of, any provision of this Agreement. STA shall serve a notice of termination on the Subrecipient setting forth the manner in which the Subrecipient is in default hereunder. If it is later determined by STA that the Subrecipient had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the Subrecipient, such as a strike, fire or flood, STA may: (a) allow the Subrecipient to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.
- C. STA, in its sole discretion may, in the case of a termination for breach or default, allow the Subrecipient ten (10) business days, or such longer period as determined by STA, 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 the Subrecipient fails to remedy to STA's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, STA shall have the right to terminate this Agreement without any further obligation to Subrecipient. Any such termination for default shall not in any way operate to preclude STA from also pursuing all available remedies against Subrecipient and its sureties for said breach or default.
- D. In the event that STA elects to waive its remedies for any breach by Subrecipient of any covenant, term or condition of this Agreement, such waiver by STA shall not limit STA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
- E. If this Agreement is terminated, whether for convenience or for default, before the specified end date set forth in the caption header *Project Start Date* and *Project End Date*, STA and the Subrecipient shall execute an amendment to this Agreement identifying the termination date and the reason for termination.

24. LIMITATION OF LIABILITY

- A. The Subrecipient shall indemnify and hold harmless STA, its officers, directors, agents and employees from any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (collectively, "claims"), of whatsoever kind or nature brought against STA arising out of, in connection with or incident to the execution of this Agreement and/or the Subrecipient's performance or failure to perform any aspect of this Agreement. In the event that any claims, investigations, demands, suits, actions or lawsuits arise out of any of the aforesaid acts, errors, or omissions, the Subrecipient shall assume all costs of defending such claims, suits, actions or lawsuits, including legal fees incurred by STA, any penalties imposed on STA or the Subrecipient, and all judgments that may be obtained against STA, or any of its officers, agents, or employees in such suits.

This indemnity provision applies to all claims against STA, its officers, directors, agents and employees arising out of, in connection with or incident to the negligent acts or omissions of the Subrecipient, its agents, employees, officers and subcontractors. Provided, however, that nothing herein shall require the Subrecipient to indemnify and hold harmless or defend STA, its agents, employees or officers to the extent that claims are caused by the sole negligent acts or omissions of STA, its officers, directors, agents or employees; and provided further that if such claims result from the concurrent negligence of (a) the Subrecipient its employees, agents, officers or contractors and (b) STA, its officers, directors, employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the Party, its employees, officers, authorized agents, and/or contractors. This indemnification and hold harmless provision shall survive termination of this Agreement.

- B. The Subrecipient shall be deemed an independent contractor for all purposes, and the employees of the Subrecipient or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of STA.
- C. The Subrecipient specifically assumes potential liability for actions brought by Subrecipient's employees and/or subcontractors and solely for the purposes of this indemnification and defense, the Subrecipient specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.
- D. In the event either the Subrecipient or STA incurs attorneys' fees, costs or other legal expenses to enforce the provisions of this section of this Agreement against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

25. PERSONAL LIABILITY OF PUBLIC OFFICERS

No officer or employee of STA shall be personally liable for any acts or failure to act in connection with this Agreement, it being understood that in such matters they are acting solely as agents of STA.

26. STA ADVICE

The Subrecipient bears complete responsibility for the administration and success of the Project as it is defined by this Agreement and any amendments thereto. If the Subrecipient solicits advice from STA on problems that may arise, the offering of STA advice shall not shift the responsibility of the Subrecipient for the correct administration and success of the Project, and STA shall not be held liable for offering advice to the Subrecipient.

27. SUBROGATION

- A. Prior to Subrogation. STA may require the Subrecipient to take such action as may be necessary or appropriate to preserve the Subrecipient's right to recover damages from any person or organization alleged to be legally responsible for injury to any equipment, property, or transportation program in which STA has a financial interest.
- B. Subrogation. STA may require the Subrecipient to assign to STA all right of recovery against any person or organization for loss, to the extent of STA's loss. Upon assignment, the Subrecipient shall execute, deliver, and do whatever else necessary to secure STA's rights. The Subrecipient shall do nothing after any loss to prejudice the rights of STA.
- C. Duties of the Subrecipient. If STA has exercised its right of subrogation, the Subrecipient shall cooperate with STA and, upon STA's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to STA. The Subrecipient shall attend hearings and trials as requested by STA, assist in securing and giving evidence as requested by STA, and obtain the attendance of witnesses as requested by STA.

28. FOREBEARANCE BY STA NOT A WAIVER

Any forbearance by STA in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

29. LACK OF WAIVER

In no event shall any STA payment of grant funds to the Subrecipient constitute or be construed as a waiver by STA of any Subrecipient breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to STA with respect to any breach or default.

30. VENUE & PROCESS

In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Spokane County. The Parties agree that the laws of the State of Washington shall apply.

31. ENTIRE AGREEMENT

This Agreement and its attachments constitute the entire agreement between the Parties and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof. No agent or representative of STA has authority to make, and STA shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

32. MODIFICATION

Either Party may request changes to this Agreement. Any changes to the terms of this Agreement must be mutually agreed upon and incorporated by written amendment to this Agreement. Such written amendment to this Agreement shall not be binding or valid unless signed by the persons authorized to bind from each of the Parties. Provided, however, that changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, UPIN the contact person

of either Party, or dollar amount changes that do not affect the project total cost, will not require a written amendment, but will be approved and documented by STA through an administrative revision. STA shall notify the Subrecipient of the revision in writing.

33. SEVERABILITY

If any covenant or provision of this Agreement shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

34. TRADEMARKS & LOGOS

The Parties hereto are prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other Party without first obtaining prior written consent from the other Party.

35. PUBLIC RECORDS ACT

Each Party to this Agreement understands and acknowledges that STA is a municipal corporation of the State of Washington subject to the Public Records Act, RCW 42.56 *et seq.*

36. SECTION HEADINGS

All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

37. ORDER OF PRECEDENCE

Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving documents precedence in the following order:

- A. Federal law
- B. Exhibit B, *Federal Provisions*
- C. State law
- D. This Agreement
- E. Exhibit A

38. COUNTERPARTS

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Subrecipient does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements and their supporting materials contained and/or mentioned herein, and does hereby accept STA's grant and agrees to all of the terms and conditions thereof.

39. ELECTRONIC SIGNATURES

A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of any original executed copy of this Agreement or such other ancillary agreement for all purposes.

[signatures on the following page]

-SAMPLE-

40. SIGNATURES

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agency(ies) and or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year signed last below.

Subrecipient

Spokane Transit Authority

By: XXX

Title: XXX

Date: _____

By: E. Susan Meyer

Title: Chief Executive Officer

Date: _____

Attest:

By: Dana Infalt

Title: Clerk of the Authority

Date: _____

EXHIBIT A
SCOPE OF WORK & BUDGET

Scope of Work: XXX

Budget: XXX

Indirect Cost Rate: XXX

Total Project Cost	
Federal Funds	\$XXX,XXX.XX
Subrecipient Funds	\$XXX,XXX.XX
Total Project Cost	\$XXX,XXX.XX

Current Funds and percentages identified reflect current total Project funds. Additional funds are subject to availability from FTA and will be added to this Agreement, subject to Subrecipient's compliance with this Agreement and after any such appropriation is enacted into law, by written amendment. If any such projected funds are not available, the provisions of Section 23.A, Termination for Convenience, shall apply and STA will not be financially responsible for any operating funding assistance or costs incurred by Subrecipient for the Project beyond the Current Funds appropriated.

EXHIBIT B
FEDERAL PROVISIONS

1. ASSIGNMENTS & SUBCONTRACTS

In addition to the requirements of Section 8.B, Assignments & Subcontracts, of the Agreement, the Subrecipient agrees to include Sections 3 through 23 of this Exhibit B, *Federal Provisions*, in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any incidental goods or supplies, or the performance of any work to be accomplished under this Agreement.

2. SUBRECIPIENT'S SHARE OF PROJECT COSTS

In addition to the requirements of the Agreement, the Subrecipient agrees to comply with Federal requirements to the extent applicable:

A. Requirements Applicable On or After December 26, 2014: The following requirements apply to the Award, the accompanying Underlying Agreement, and any Amendments thereto signed by an authorized FTA official on or after December 26, 2014 as follows:

- 1) 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, and which applies to an Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement with a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization; and
- 2) Except as FTA determines otherwise in writing, DOT regulations, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR part 1201, and Subparts A through E of OMB regulatory guidance, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR part 200, apply to a private for-profit entity; notably, the Cost Principles of subpart 31.2 of the Federal Acquisition Regulation, which permits the payment of profits or fees for work under procurement contracts, generally will not apply to private for-profit entities.

3. PRIVACY ACT

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

4. REPORTS

A. In addition to the requirements of Section 10, Reports, of the Agreement, the Subrecipient shall collect and submit to STA, at such time as STA may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by STA and FTA and which may include but are not limited to:

- 1) Drug Abuse and Alcohol Abuse Testing compliance reports as required in the Agreement.

EXHIBIT B
FEDERAL PROVISIONS

- 2) Goods and services purchased from DBEs.
- 3) National Transit Database. The condition of, its public transportation assets, as provided in FTA regulations, *Transit Asset Management; National Transit Database*, 49 CFR parts 625 and 630.

5. ACCOUNTING RECORDS

In addition to the requirements of Section 15, Accounting Records, of the Agreement, the Subrecipient shall comply with the following:

- A. Project Accounts. The Subrecipient agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project, in accordance with applicable federal regulations and other requirements that FTA may impose. The Subrecipient agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and available to STA and FTA upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.
- B. Funds Received or Made Available for the Project. The Subrecipient agrees to deposit in a financial institution, all Project payments it receives from the Federal Government and record in the Project Account all amounts provided by the Federal Government in support of this Grant Agreement or Cooperative Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project ("Project Funds") in accordance with applicable Federal regulations and other requirements FTA may impose. Use of financial institutions owned at least 50 percent by minority group members is encouraged.

6. AUDITS, INSPECTION, AND RETENTION OF RECORDS

In addition to the requirements of Section 16, Audits, Inspection & Records Retention, of the Agreement, the Subrecipient agrees to follow reporting and record-keeping requirements set forth in 2 CFR part 1201. The Subrecipient also agrees to perform the financial and compliance audits required by the Single Audit Act Amendments of 1996, 31 USC § 7501 *et seq.*, and applicable DOT *Single Audit* requirements of 2 CFR part 1201, which incorporate by reference 2 CFR part 200, for each Award, and any Amendments to any Underlying Agreement. The Subrecipient agrees that audits will be carried out in accordance with U.S. General Accounting Office *Government Auditing Standards*. The Subrecipient agrees to obtain any other audits required by the Federal Government or STA. Project closeout will not alter the Subrecipient's audit responsibilities.

The Subrecipient agrees to permit the United States Department of Transportation, and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work materials, payrolls, and other data and records, and to audit the books, records, and accounts of the Subrecipient and its subcontractors pertaining to the Project. The Subrecipient agrees to require each third-party contractor whose contract award is not based on competitive bidding procedures as defined by the United States Department of Transportation to permit STA, the State Auditor, the United States Department of Transportation, and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third-party contract, and to audit the books, records, and accounts involving that third-party contract as it affects the Project as required by 49 USC § 5325(g).

EXHIBIT B
FEDERAL PROVISIONS

7. PROCUREMENT

The Subrecipient shall make purchases of any incidental goods or supplies essential to this Agreement through procurement procedures approved in advance by STA and consistent with the following provisions:

- A. General Procurement Requirements. The Subrecipient shall comply with third-party procurement requirements of 49 USC chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with the DOT third-party procurement regulations of 2 CFR Part 200 and 2 CFR part 1201; and other applicable Federal regulations pertaining to third-party procurements and subsequent amendments thereto. The Subrecipient shall also comply with the provisions of FTA Circular 4220.1F, *Third Party Contracting Guidance*, March 18, 2013 and any later revision thereto, except to the extent FTA determines otherwise in writing, which by this reference are incorporated herein; and any reference therein to “Grantee” shall mean Subrecipient.
- B. Full and Open Competition. In accordance with 49 USC § 5325(a), the Subrecipient agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by FTA.
- C. Preference for United States Products and Services. To the extent applicable, the Subrecipient agrees to comply with the following U.S. preference requirements:
 - 1) Buy America. The Subrecipient agrees to comply with 49 USC § 5323(j), with FTA regulations, *Buy America Requirements*, 49 CFR Part 661, and any later amendments thereto.
 - 2) Cargo Preference - Use of United States-Flag Vessels. The Subrecipient agrees to comply with 46 USC § 55305 and U.S. Maritime Administration regulations, *Cargo Preference - U.S.-Flag Vessels*, 46 CFR Part 381, to the extent those regulations apply to the Project.
 - 3) Fly America. The Subrecipient understands and agrees that the Federal Government will not participate in the costs of international air transportation of any persons 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 International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 USC § 40118, and with GSA regulations, *Use of United States Flag Air Carriers*, 41 CFR §§ 301-10.131 through 301-10.143.
- D. Preference for Recycled Products. To the extent applicable, the Subrecipient agrees to comply with EPA *Comprehensive Procurement Guideline for Products Containing Recovered Materials*, 40 CFR Part 247, which implements section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, 42 USC § 6962. Accordingly, the Subrecipient agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.
- E. Geographic Restrictions. The Subrecipient agrees to not use any state or local geographic preference, except those expressly mandated or encouraged by federal statute or as permitted by FTA.

EXHIBIT B

FEDERAL PROVISIONS

- F. Government Orders. In case any lawful government authority shall make any order with respect to the Project or Project Equipment, or any part thereof, or the Parties hereto or either Party, the Subrecipient shall cooperate with STA in carrying out such order and will arrange its operation and business so as to enable STA to comply with the terms of the order.

8. INCORPORATION OF FEDERAL TERMS

- A. Purchasing. This Agreement's provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth herein. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference into 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. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any STA request, which would cause STA to be in violation of any FTA term or condition.
- B. Federal Changes. The Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, whether or not they are referenced in this Agreement and include any amendments promulgated by the FTA, during the term of this Agreement. The Subrecipient's failure to so comply shall constitute a material breach of this Agreement.

9. NO OBLIGATION BY FEDERAL GOVERNMENT

- A. STA and the Subrecipient acknowledge and agree that regardless of any concurrence or approval by the Federal Government of the solicitation or award of this Agreement, the Federal Government is not a party to this Agreement unless it provides its express written consent. The Federal Government shall not be subject to any obligations or liabilities to the Subrecipient, subcontractor, lessee, or any other participant at any tier of the Project (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.
- B. No contract between the Subrecipient and its subcontractors, lessees, or any other participant at any tier of the Project shall create any obligation or liability of STA with regard to this Agreement without STA's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof. The Subrecipient hereby agrees to include this provision in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this Agreement.

10. TERMINATION

In addition to the requirements of Section 23, Suspension / Termination, of the Agreement, STA and/or the Subrecipient may suspend or terminate this Agreement, in whole or in part, and all or any part of the federal and/or state financial assistance provided herein, at any time by written notice to the other Party in accordance with 2 CFR Part 200 and 2 CFR part 1201, whichever is applicable. Also, the Federal Government may determine the purposes of the statute authorizing the Project would not be adequately served by the continuation of federal and/or state financial assistance for the Project; or terminates this Agreement due to a determination that the Subrecipient has: (a) willfully misused Federal assistance Funds by failing to make adequate progress on the Project; (b) failed to make reasonable and appropriate use of the Project real property, facilities, or equipment; or (c) failed to comply with the terms of this Agreement. In the event of a termination under this subsection, and the Federal Government exercises its right to require STA to refund any or all of the Federal Funds provided

EXHIBIT B
FEDERAL PROVISIONS

for the Project, the Subrecipient shall return all monies reimbursed to it by STA, in the amount required by the Federal Government, within sixty (60) days of its receipt of a certified letter from STA.

11. ETHICS

In addition to the requirements of Section 11, Ethics, of the Agreement, the Subrecipient shall comply with the following:

- A. Code of Ethics. The Subrecipient agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts, subagreements, leases, third-party contracts, or other arrangements supported by federal assistance. The code or standards shall provide that the Subrecipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subcontractor, lessee, subrecipient, or participant at any tier of the Project, or agent thereof. The Subrecipient may set *de minimis* rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. These codes or standards shall prohibit the Subrecipient's officers, employees, board members, or agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. As permitted by state or local law or regulations, such code or standards shall include penalties, sanctions, or other disciplinary actions for violations by the Subrecipient's officers, employees, board members, or agents, or by subcontractors, lessees, subrecipients, other participants, or their agents. The Subrecipient must fully comply with all the requirements and obligations of chapter 42.52 RCW that govern ethics in state and local governments.
- 1) Personal Conflict of Interest. The Subrecipient's code or standards shall prohibit the Subrecipient's employees, officers, board members, or agents from participating in the selection, award, or administration of a contract supported by Federal Funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm or entity selected for award:
- a) The employee, officer, board member, or agent;
 - b) Any member of his or her immediate family;
 - c) His or her partner; or
 - d) An organization that employs, or is about to employ, any of the above.
- 2) Organizational Conflict of Interest. The Subrecipient's code or standard of conduct must 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, subagreement, lease, or other arrangement at any tier may, without some restrictions on future activities, result in an unfair competitive advantage to the subrecipient, lessee, third-party contractor, or other participant at any tier of the Project or impair its objectivity in performing the work under this Agreement.

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FEDERAL PROVISIONS

- B. Debarment and Suspension. The Subrecipient agrees to comply, and assures the compliance of each subrecipient, lessee, third-party contractor, or other participant at any tier of the Project, with the requirements of Executive Orders Numbers 12549 and 12689. Per 2 CFR § 180.220, a contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (“SAM”), in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders Nos. 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), *Debarment and Suspension*. SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. The Subrecipient agrees to, and assures that its subrecipients, lessees, third-party contractors, and other participants at any tier of the Project will search the System for Award Management at www.sam.gov before entering into any subagreement, lease, third-party contract, or other arrangement in connection with the Project, and will include a similar term or condition in each of its lower-tier covered transactions. Subrecipient understands that a suspension, debarment, or other similar action against a third party by Subrecipient is considered an adverse action that can result in a change in Project performance and agrees to provide immediate written notice to FTA.
- C. Bonus or Commission. The Subrecipient affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its application for federal financial assistance for this Project.
- D. Restrictions on Lobbying. The Subrecipient agrees to:
- 1) Comply with Byrd Anti-Lobbying Amendment, 31 USC § 1352(a) and will not use 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 or Cooperative Agreement; and
 - 2) Comply, and assure compliance by each subcontractor at any tier, each lessee at any tier and each subrecipient at any tier, with applicable requirements of DOT regulations, *New Restriction on Lobbying*, 49 CFR Part 20, modified as necessary by 31 USC § 1352; and
 - 3) Comply with federal statutory provisions to the extent applicable prohibiting the use of Federal assistance Funds for activities designed to influence Congress or a state legislature on legislation or appropriations, except through proper, official channels.
- E. Employee Political Activity. To the extent applicable, the Subrecipient agrees to comply with the provisions of the Hatch Act, 5 USC §§ 1501 through 1508, and §§ 7324 through 7326, and Office of Personnel Management regulations, *Political Activity of State or Local Officers or Employees*, 5 CFR 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 in part with Federal Funds including a loan, grant, or cooperative agreement. Nevertheless, in accordance with 49 USC § 5307 (k)(2)(B) and 23 USC § 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 assistance pursuant to the MAP-21 or SAFETEA-LU provisions and/or receiving FTA assistance to whom the Hatch Act does not otherwise apply.

EXHIBIT B

FEDERAL PROVISIONS

F. False or Fraudulent Statements or Claims. The Subrecipient acknowledges and agrees that:

- 1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 *et seq.*, and DOT regulations, *Program Fraud Civil Remedies*, 49 CFR Part 31, apply to its activities in connection with the Project. Accordingly, by executing this Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by this Agreement. In addition to other penalties that may apply, the Subrecipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Subrecipient to the extent the Federal Government deems appropriate.
- 2) Criminal Fraud. If the Subrecipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement in connection with this Project authorized under 49 USC Chapter 53 or any other federal law, the Federal Government reserves the right to impose on the Subrecipient the penalties of 49 USC §5323(1), 18 USC § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate.
- 3) Subrecipient understands that a false claim is considered an adverse action that can result in a change in Project performance.

G. Trafficking in Persons. To the extent applicable, the Subrecipient agrees to comply with, and assures the compliance of each subrecipient with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000 (“TVPA”), as amended, 22 USC § 7104(g), and the provisions of this Subsection 3.g of FTA Master Agreement (23) dated October 1, 2016, which by this reference is incorporated herein as if fully set out in this Agreement, and any amendments thereto consistent with OMB guidance, *Trafficking in Persons: Grants and Cooperative Agreements*, 2 CFR Part 175.

12. CIVIL RIGHTS

The Subrecipient shall comply with all applicable civil rights laws, regulations and directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

- A. Nondiscrimination in Federal Transit Programs. The Subrecipient agrees to comply, and assures compliance by each third-party contractor, lessee or other participant at any tier, with the provisions of 49 USC § 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, disability, sexual orientation, gender identity, status as a parent, or age, and prohibits discrimination in employment or business opportunity;
- B. Nondiscrimination-Title VI of the Civil Rights Act. The Subrecipient agrees to comply, and assure compliance by each third-party contractor at any tier, 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 USC §§ 2000d *et seq.*; and DOT regulations, *Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act*, 49 CFR Part 21. Except to the extent FTA determines otherwise in writing, the Subrecipient also agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1, *Title VI Requirements*

EXHIBIT B

FEDERAL PROVISIONS

and Guidelines for Federal Transit Administration Recipients, to the extent consistent with applicable Federal laws, regulations, and guidance; and DOJ, *Guidelines for the enforcement of Title VI, Civil Rights Act of 1964*, 28 CFR § 50.3, and any other applicable Federal guidance that may be issued;

- C. Equal Employment Opportunity. The Subrecipient agrees to comply, and assures compliance by each third-party contractor, lessee or other participant at any tier of the Project, with all EEO provisions of 49 USC §5332, with requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 USC § 2000e *et seq.*, and Executive Order 11246 and Executive Order 13672, FTA Circular 4704.1, *Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients*, and any implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the Subrecipient also agrees to comply with any applicable Federal EEO directives that may be issued. Accordingly:
- 1) The Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, sexual orientation, gender identify status as a parent, 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, sexual orientation, gender identity, status as a parent, 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. The Subrecipient shall also comply with any implementing requirements FTA may issue.
 - 2) If the Subrecipient is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of this Agreement. Failure by the Subrecipient to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out the approved EEO program, the Federal Government may impose such remedies, as it considers appropriate, including termination of federal financial assistance, or other measures that may affect the Subrecipient's eligibility to obtain future federal financial assistance for transportation projects.
- D. Nondiscrimination on the Basis of Sex. The Subrecipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 USC §§ 1681 *et seq.* and with any implementing Federal regulations that prohibit discrimination on the basis of sex that may be applicable.
- E. Nondiscrimination on the Basis of Age. The Subrecipient agrees to comply with applicable requirements of:
- 1) The Age Discrimination Act of 1975, as amended, 42 USC §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, *Nondiscrimination on the Basis of Age in Programs and Activities Receiving Federal Financial Assistance*, 45 CFR Part 90, which prohibits discrimination on the basis of age.
 - 2) The Age Discrimination in Employment Act ("ADEA") 29 USC §§ 621 through 634 and with implementing EEOC regulations, *Age Discrimination in Employment Act*, 29 CFR Part 1625.

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- F. Disabilities-Employment. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Subrecipient agrees that it will comply with the requirements of EEOC, *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, the Subrecipient agrees to comply with FTA Circular 4710.1, *Americans with Disabilities Act: Guidance*, and any implementing requirements FTA may issue.
- G. Disabilities-Access. The Subrecipient agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, which prohibit discrimination on the basis of handicap; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC §§ 12101 *et seq.*, which requires the provision of accessible facilities and services to be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 USC §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are the following: 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 DOT regulations; *Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles*, 36 CFR Part 1192 and 49 CFR Part 38; 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; GSA regulations, *Accommodations for the Physically Handicapped*, 41 CFR Subpart 101-19; EEOC, *Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act*, 29 CFR Part 1630; U.S. Federal Communications Commission regulations, *Telecommunications Relay Services and Related Custom Premises Equipment for the Hearing and Speech Disabled*, 47 CFR Part 64, Subpart F; U.S. Architectural and Transportation Barriers Compliance Board (“ATBCB”) regulations, *Electronic and Information Technology Accessibility Standards*, 36 CFR Part 1194; FTA regulations, *Transportation for Elderly and Handicapped Persons*, 49 CFR Part 609; and Federal civil rights and nondiscrimination directives implementing the foregoing regulations, except to the extent the Federal Government determines otherwise in writing.
- H. Drug or Alcohol Abuse Confidentiality and Other Civil Rights Protections. The Subrecipient agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended 21 USC §§ 1101 *et seq.*; with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; 42 USC §§ 4541 *et seq.*; and comply with the Public Health Service Act of 1912, as amended, 42 USC §§ 290dd through 290dd-2, and any amendments to these laws. The Subrecipient understands the requirements of confidentiality concerning persons covered and/or receiving services and/or treatment regarding alcohol and drug abuse, as defined in the aforementioned acts as applicable, including any civil and criminal penalties for not complying with the requirements of confidentiality and that failure to comply with such requirements may result in termination of this Agreement.

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FEDERAL PROVISIONS

- I. Access to Services for Persons with Limited English Proficiency. The Subrecipient agrees to comply with the policies of Executive Order No. 13166, *Improving Access to Services for Persons with Limited English Proficiency*, 42 USC § 2000d-1 note, and with provisions of DOT Notice *DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons*, 70 Fed. Reg. 74087, December 14, 2005.
- J. 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 USC § 4321 note; and DOT Order 5610.2, *Department of Transportation Actions to address Environmental Justice in Minority Populations and Low-Income Populations*, 62 Fed. Reg. 18377 *et seq.*, April 15, 1997, and the most recent and applicable edition of FTA Circular 4703.1, *Environmental Justice Policy Guidance for Federal Transit Administration Recipients*, August 15, 2012, except to the extent that the Federal Government determines otherwise in writing.
- K. Other Nondiscrimination Statutes. The Subrecipient agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination and other nondiscrimination statute(s) that may apply to the Project including chapter 49.60 RCW.

13. PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES

To the extent applicable, the Subrecipient shall take the following measures to facilitate participation by DBEs in the Project:

- A. The Subrecipient agrees to comply with section 1101(b) of MAP-21, 23 USC §101 note, and DOT regulations, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*, 49 CFR Part 26; and Federal transit law, specifically 49 USC § 5332.
- B. The Subrecipient agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third-party contract, or sub-agreement supported with federal assistance derived from the DOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subrecipient agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and sub-agreements supported with federal assistance derived from the DOT and to follow all requirements specified in WSDOT's *Consolidated Grants Program Guidebook*, and any amendments thereto, referencing DBE standards and any amendments thereto. The Subrecipient's DBE program, as required by 49 CFR Part 26 and approved by the DOT, is incorporated by reference and made part of this Agreement. Implementation of the DBE program is a legal obligation, and failure to carry out its terms shall be treated as violation of this Agreement. Upon notification to the Subrecipient of its failure to implement its approved DBE program, the DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001, and/or the Program Fraud Civil Remedies Act, 31 USC §§ 3801 *et seq.*

14. ENERGY CONSERVATION AND ENVIRONMENTAL REQUIREMENTS

In addition to the requirements of Section 14, Environmental Requirements, of the Agreement, the Subrecipient shall comply with the following:

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- A. Energy Conservation. The Subrecipient shall comply with the mandatory standards and policies relating to energy efficiency standards and policies within the Washington State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321 *et seq.*, and any amendments thereto.
- B. Environmental Protection. The Subrecipient agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended (“NEPA”), 42 USC §§ 4321 through 4335; Executive Order No. 11514, as amended, *Protection and Enhancement of Environmental Quality*, 42 USC § 4321 note; FTA statutory requirements at 49 USC § 5324(b); U.S. Council on Environmental Quality regulations imposing requirements for compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR Part 1500 through 1508; joint Federal Highway Administration (“FHWA”)/FTA regulations, *Environmental Impact and Related Procedures*, 23 CFR Part 771 and 49 CFR Part 622, and subsequent Federal environmental protection regulations that may be promulgated. The Subrecipient agrees to comply with 23 USC §§ 139 and 326 as applicable, and implement those requirements in accordance with the provisions of joint FHWA/FTA final guidance, *SAFETEA-LU Environmental Review Process (Public Law 109-59)*, 71 Fed. Reg. 66576 *et seq.*, November 15, 2006, and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.
- C. Clean Water. The recipient agrees to comply with all applicable Federal laws and regulations and follow Federal directives implementing the Clean Water Act, as amended, 33 USC §§ 1251 through 1377, 42 USC §§ 300f through 300j-6, and 42 USC § 7606, including any revisions thereto. In the event that the Federal Funds identified in the caption space header of this Agreement entitled *Project Cost*, exceed \$100,000.00 (one-hundred-thousand dollars), the Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 USC § 1368, and other applicable requirements of the Clean Water Act.
- D. Clean Air. The Subrecipient agrees to comply with all applicable Federal laws and regulations and follow Federal directives implementing the Clean Air Act, as amended, 42 USC §§ 7401 through 7671q and the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 – 1387, and any revisions thereto. In the event that the federal share, identified in *Project Cost* of this Agreement exceeds \$150,000.00 (one-hundred-fifty-thousand dollars), the Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to Section 306 of the Clean Air Act, as amended, 42 USC § 7606, and other applicable provisions of the Clean Air Act.
- E. Violating Facilities. The Subrecipient agrees to:
- 1) Refrain from using any violating facilities.
 - 2) Report each violation to STA and understands and agrees that STA will, in turn, report each violation to the FTA and to the appropriate EPA Regional Office.
 - 3) Include these requirements in each subcontract exceeding \$150,000.00 (one-hundred-fifty-thousand dollars) financed in whole or in part with federal assistance provided by FTA.

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- F. Other Environmental Federal Laws. The Recipient agrees to comply or facilitate compliance and assures that its third-party participants will comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to *Protection of Wetlands*, and Executive Order Nos. 11988 and 13690 relating to *Floodplain Management*.

15. PLANNING AND PRIVATE ENTERPRISE

FTA Requirements. The Subrecipient agrees to implement the Project in a manner consistent with the plans developed in compliance with the applicable planning and private enterprise provisions of 49 USC §§ 5303, 5304, 5306, and 5323(a)(1); joint FHWA/FTA regulations, *Statewide Transportation Planning: Metropolitan Transportation Planning*, 23 CFR Part 450 and 49 CFR Part 613, and any amendments thereto; and with FTA regulations, *Major Capital Investment Projects*, 49 CFR Part 611, to the extent that these regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and when promulgated, any subsequent amendments to those regulations or the MAP-21 amendments, whichever is applicable according to the funding in this Agreement. To the extent feasible, the Subrecipient agrees to comply with the provisions of 49 USC § 5323(k), which afford governmental agencies and non-profit organizations that receive Federal assistance for non-emergency transportation from Federal Government sources, other than DOT, an opportunity to be included in the design, coordination, and planning of transportation services. During the implementation of the Project, the Subrecipient agrees to take into consideration the recommendations of Executive Order No. 12803, *Infrastructure Privatization*, 31 USC § 501 note, and Executive Order No 12893, *Principles for Federal Infrastructure Investments*, 31 USC § 501 note.

16. SUBSTANCE ABUSE

- A. Drug-free Workplace. To the extent applicable, the Subrecipient agrees to comply with the Federal regulations and guidance related to the Drug Free Workplace Act of 1988, 41 USC § 8103 *et seq.*, and any amendments thereto, 2 CFR Part 182, and 49 CFR Part 32, and to FTA regulations, *Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations*, 49 CFR Part 655 and 49 USC § 5331, as amended by MAP-21.
- B. Privacy Act. The Subrecipient agrees to comply with the confidentiality and other civil rights provisions pertaining to substance abuse contained in the Civil Rights clause of this Agreement.
- C. Non Compliance. The Subrecipient agrees that if FTA determines non-compliance with these laws and regulations, the FTA Administrator may bar Subrecipient from receiving all or a portion of the Federal transit assistance it would otherwise receive.

17. FEDERAL "\$1 COIN" REQUIREMENTS

To the extent required by the Federal Government, the Subrecipient agrees to comply with the provisions of Section 104 of the Presidential \$1 Coin Act of 2005, 31 USC § 5112(p), so that the Subrecipient's equipment and facilities requiring the use of coins or currency will be fully capable of accepting and dispensing \$1 coins in the connection with that use. The Subrecipient also agrees to display signs and notices denoting the capability of its equipment and facilities on its premises where coins or currency are accepted or dispensed, including on each vending machine.

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18. SAFE OPERATION OF MOTOR VEHICLES

As applicable, Subrecipient is encouraged to comply with the following provisions:

- A. Executive Order No. 13043, *Increasing Seat Belt Use in the United States*, 23 USC § 402 note. Subrecipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for personnel that operate company-owned vehicles.
- B. Executive Order No. 13513, *Federal Leadership on Reducing Text Messaging While Driving*, October 1, 2009, 23 USC § 402 note, and DOT Order 3902.10, *Text Messaging While Driving*, December 30, 2009. Subrecipient is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving. Subrecipient is also encouraged to conduct workplace safety initiatives in a manner commensurate with its size.

19. FREEDOM OF INFORMATION ACT

Subrecipient understands and agrees that the *Freedom of Information Act*, 5 USC § 552 (“FOIA”), applies to the information and documents, both paper and electronic, submitted to STA, FTA and DOT. The Subrecipient should therefore be aware that all applications and materials submitted that are related to the Project will become agency records and are subject to public release through individual FOIA or state public disclosure requests.

20. UNIVERSAL IDENTIFIER

Subrecipient shall, in accordance with 2 CFR Part 25, obtain a Dun and Bradstreet Data Universal Numbering System (“DUNS”) number as a universal identifier for Federal financial assistance recipients.

21. LABOR PROVISIONS

In addition to the requirements of Section 17, Labor Provisions, of the Agreement, the Subrecipient shall comply with the following:

- A. Contract Work Hours and Safety Standards Act. The Subrecipient shall comply with, and shall require the compliance by each subcontractor at any tier, any applicable employee protection requirements for non-construction employees as defined by the Contract Work Hours and Safety Standards Act, as amended, 40 USC § 3701 *et seq.*, and specifically, the wage and hour requirements of section 102 of that Act at 40 USC § 3702 and DOL regulations, *Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)* at 29 CFR, Part 5; and the safety requirements of section 107 of that Act at 40 USC § 3704, and implementing DOL regulations, *Safety and Health Regulations for Construction*, 29 CFR Part 1926.
- B. Fair Labor Standards Act. The Subrecipient agrees that the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended, 29 USC §§ 201 *et seq.*, apply to employees performing work involving commerce, and apply to any local government employees that are public transit authority employees. The Subrecipient shall comply with the Fair Labor Standards Act’s minimum wage and overtime requirements for employees performing work in connection with the Project.

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- C. Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the Subrecipient during the course of the work and preserved for a period of six (6) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act, Public Law 88-349 as amended by 40 USC §§ 3141 *et seq.*, and pursuant to 49 USC § 5333(a) *et seq.*, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Public Law 88-349, as amended by 40 USC § 3141 *et seq.* and pursuant to 49 USC § 5333(a), the Subrecipient shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Subrecipient's employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- D. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (A) of this Section the Subrecipient and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Subrecipient and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this Section, in the sum of ten dollars (\$10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (C) of this Section.
- E. Withholding for Unpaid Wages and Liquidated Damages. The Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or subcontractor under any such contract or any other federal contract with the same prime Subrecipient, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Subrecipient, such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (E) of this Section.
- F. Public Transportation Employee Protective Agreement. To the extent required by Federal Law, the Subrecipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 USC § 5333 (b), in accordance with the DOL guidelines, *Section 5333(b), Federal Transit Law*, 29 CFR Part 215 and any amendments thereto. These terms and conditions are identified in DOL's certification of public transportation employee protective arrangements to FTA. The Subrecipient agrees to implement the Project in accordance with the conditions stated in that DOL certification, which certification and any documents cited therein are incorporated by reference and made part of this Agreement. The Subrecipient also agrees to comply with the terms and conditions of the Special Warranty for

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the Non-urbanized Area Program that is most current as of the date of execution of this Agreement and any alternative comparable arrangements specified by DOL for application to the Project, in accordance with DOL guidelines, *Section 5333(b), Federal Transit Law*, 29 CFR Part 215, and any revision thereto.

22. GENERAL COMPLIANCE ASSURANCE

In addition to the requirements of Section 5, General Compliance Assurance, of the Agreement, the Subrecipient agrees to give reasonable guarantees that it and its subcontractors, lessees and any third-party contractors under this Agreement, will comply with all requirements imposed by, or pursuant to, 49 USC chapter 53 and other applicable Federal regulations. The Subrecipient agrees to comply with the provisions of 2 CFR part 1201 and cost principles as defined in OMB circulars 2 CFR Part 200.

23. PUBLIC TRANSPORTATION SAFETY

In accordance with 49 USC § 5329, the Recipient agrees to comply with applicable laws, regulations, and requirements and follow applicable guidance that implement the Public Transportation Safety Program provisions of 49 USC § 5329(b) through (d), except as FTA determines otherwise in writing.

STA 5310 Grant
Quarterly Progress Report

Report for quarter ending: ☐ March ☐ June ☐ September ☐ December

Year: ☒ 2019 ☐ 2020

Today's date:

Contract number and project letter: STA 5310

1. Progress Narrative (Please provide descriptions of project-related work during the quarter.)	
A. Accomplishments and achievements	
B. Challenges and/or obstacles	
2. Financial and Statistical Reporting	
July - September, 2019	
<div style="display: flex; align-items: flex-start;"><div style="margin-right: 10px;"><input checked="" type="checkbox"/> trips <input checked="" type="checkbox"/> hours <input checked="" type="checkbox"/> miles <input checked="" type="checkbox"/></div></div>	
3. Other / Title VI related complaints/lawsuits or investigations?	
3. Any Title VI related complaints, lawsuits or investigations?	
4. Project Manager Certification (Completion of this section certifies that the above information is true and accurate to the best of your knowledge.)	
Project Manager:	Date:
Title:	Phone:
Person Completing Form:	