

**FY 2009 FTA SECTION 5311/SECTION 5311(f) – NONURBAN PUBLIC
TRANSPORTATION AND INTERCITY BUS TRANSPORTATION
BUDGET MODIFICATION**

**SUBRECIPIENT: Treasure Valley Transit (TVT)
PROJECT NOS.: ID-18-X030/TVT
INTERNAL BUDGET MODIFICATION
NUMBER: 01 – Budget Increase and Additional Grant Agreement**

Specifically, this modification awards the balance of FY 2009 Section 5311 funds contingent upon release from FTA. This budget modification adds \$ 646,458 to Base Rural Bus federal funding. See Attachment A. All federal funds will be matched with local funds. This modification is effective April 1, 2009. All other provisions of this agreement remain unchanged.

The purpose of this modification is also to notify subrecipients and obtain acceptance of two additional requirements to the grant agreement per Attachment B.

DEPARTMENT

SUBRECIPIENT

Randy Kyrias, Administrator
Division of Public Transportation

Judith Watkins
Executive Director

Date

Date

ATTACHMENT A

FTA Public Transportation Budget For Nonurban Rural Bus and/or Rural Intercity Bus

Subrecipient: Treasure Valley Transit, Inc.

Project Number: ID-18-X030/TVT

Budget Modification Number: 01

Budget Category (Federal/Local Share)	VIP Funds State Amount	Federal Amount	Local Amount (Match)	Total Amount
ORIGINAL AWARD - Estimated 43% of Total Award				
Base - 5311				
Administration (80/20)		\$ 238,766	\$ 59,692	\$ 298,458
Capital (92/8)	\$ 77,730	\$ -	\$ 6,759	\$ 84,489
Preventive Maintenance (92/8)		\$ -	\$ -	\$ -
Mobility Management (92/8)		\$ -	\$ -	\$ -
Operations (57.5/42.5)		\$ 159,178	\$ 117,653	\$ 276,831
Total Rural Base	\$ 77,730	\$ 397,944	\$ 184,104	\$ 659,778
Total Program Original Cost	\$ 77,730	\$ 397,944	\$ 184,104	\$ 659,778
Modification 01				
Base - 5311				
Administration (80/20)		\$ 210,300	\$ 52,575	\$ 262,875
Capital (92/8)		\$ -	\$ -	\$ -
Preventive Maintenance (92/8)		\$ 100,000	\$ 8,696	\$ 108,696
Mobility Management (92/8)		\$ -	\$ -	\$ -
Operations (57.5/42.5)		\$ 336,158	\$ 248,465	\$ 584,623
Total Rural Base Modification 01	\$ -	\$ 646,458	\$ 309,735	\$ 956,193
Total Modification 01		\$ 646,458	\$ 309,735	\$ 956,193
REVISED BUDGET				
Base - 5311				
Administration (80/20)		\$ 449,066	\$ 112,267	\$ 561,333
Capital (92/8)	\$ 77,730	\$ -	\$ 6,759	\$ 84,489
Preventive Maintenance (92/8)		\$ 100,000	\$ 8,696	\$ 108,696
Mobility Management (92/8)		\$ -	\$ -	\$ -
Operations (57.5/42.5)		\$ 495,336	\$ 366,118	\$ 861,454
Revised Total Rural Budget	\$ 77,730	\$ 1,044,402	\$ 493,839	\$ 1,615,971
Total Program Cost - Revised Budget	\$ 77,730	\$ 1,044,402	\$ 493,839	\$ 1,615,971
Total Program Cost - Original Budget	\$ 77,730	\$ 397,944	\$ 184,104	\$ 659,778

ATTACHMENT B
Amendment to Terms of Agreement ID18X030

IV. General Provisions

F. Illegal Aliens.

Subgrantee warrants that any contract resulting from this Solicitation is subject to Executive Order 2006-40 (http://gov.idaho.gov/mediacenter/execordres/eo06/3eo_2006-40.html); Subrecipients will not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; Subrecipient will take steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for termination of its contract.

V. REPORTING - FORMS COMPLETION - RECORDS RETENTION

G. Performance Management Agreement

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

The Subrecipient agrees to:

- a. Develop and implement specific project performance metrics that demonstrate compliance with this program and the specific strategies supported by this project as outlined in the affected Local Mobility Management Network (LMMN) Plan(s).
- b. Provide all requested underlying data and performance metrics to the Idaho Transportation Department's Division of Public Transportation on a monthly basis in electronic form through the term of this agreement, until capital property has been released per this agreement, and/or until all services funded through this agreement have ceased.
- c. Include within all performance reporting: Baseline Data, Performance Metrics, Identification of Issues, and Strategy to Correct Performance Issues or Release Property.
- d. Actively participate in the development, implementation, and support of a statewide performance management system.
- e. Establish consensus with the affected Local Mobility Management Network(s), affected District Coordination Council (DCC), Public Transportation Advisory Council (PTAC), Interagency Working Group (IWG), and the Division of Public Transportation in establishing appropriate performance benchmarks.
- f. Respond to any requests for additional information from groups identified in the previous item.

Reporting Agency:
Street Address:

Treasure Valley Transit
ID18X030

Additional Funds to Budget (Base) **\$ 646,458**

Base or IC	Description	Net Project Expense	Inkind Expense and Match*	Local Match	Federal Share
Base	Administration	\$ 262,875	\$ -	\$52,575	\$210,300
Base	Capital	\$ -		\$0	\$0
Base	Operating	\$ 584,623	\$ -	\$248,465	\$336,158
Base	Preventative Maintenance	\$ 108,696		\$8,696	\$100,000
Base	Mobility Management	\$ -	\$ -	\$0	\$0
Total Base		\$ 956,193	\$ -	\$ 309,735	\$ 646,458
Additional Funds to Budget (Intercity)					NA
IC	Administration	\$ -	\$ -	\$0	\$0
IC	Capital	\$ -		\$0	\$0
IC	Operating	\$ -	\$ -	\$0	\$0
IC	Preventative Maintenance	\$ -	\$ -	\$0	\$0
IC	Mobility Management	\$ -	\$ -	\$0	\$0
Total Intercity		\$ -	\$ -	\$ -	\$ -

157

FYI: Amounts awarded under concurrent resolution

Base or IC	Description	Net Project Expense	Inkind Expense and Match*	Local Match	Federal Share
Base	Administration	\$ 298,458	\$ -	\$59,692	\$238,766
Base	Capital	\$ -		\$0	\$0
Base	Operating	\$ 276,831	\$ -	\$117,653	\$159,178
Base	Preventative Maintenance	\$ -	\$ -	\$0	\$0
Base	Mobility Management	\$ -	\$ -	\$0	\$0
Total Base		\$ 575,289	\$ -	\$ 177,345	\$ 397,944
IC	Administration	\$ -	\$ -	\$0	\$0
IC	Capital	\$ -		\$0	\$0
IC	Operating	\$ -	\$ -	\$0	\$0
IC	Preventative Maintenance	\$ -	\$ -	\$0	\$0
IC	Mobility Management	\$ -	\$ -	\$0	\$0
Total Intercity		\$ -	\$ -	\$ -	\$ -

Final Budget Section 5311 FY 2009

Base or IC	Description	Net Project Expense	Inkind Expense and Match*	Local Match	Federal Share
Base	Administration	\$ 561,333	\$0	\$112,267	\$449,066
Base	Capital	\$ -		\$0	\$0
Base	Operating	\$ 861,454	\$0	\$366,118	\$495,336
Base	Preventative Maintenance	\$ 108,696	\$0	\$8,696	\$100,000
Base	Mobility Management	\$ -	\$0	\$0	\$0
Total Base		\$ 1,531,482	\$0	\$487,080	\$1,044,402
IC	Administration	\$ -	\$0	\$0	\$0
IC	Capital	\$ -		\$0	\$0
IC	Operating	\$ -	\$0	\$0	\$0
IC	Preventative Maintenance	\$ -	\$0	\$0	\$0
IC	Mobility Management	\$ -	\$0	\$0	\$0
Total Intercity		\$ -	\$0	\$0	\$0

- Does not include 77,730 in VIP award deal.

FUNDING AGREEMENT

This Funding Agreement is entered into by the **IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF PUBLIC TRANSPORTATION**, hereinafter referred to as "PT", and, **TREASURE VALLEY TRANSIT, INC.**, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the Governor of the State of Idaho has named the **PT** as the designated State agency responsible for the administration of funds provided by the United States Department of Transportation, Federal Transit Administration, hereinafter referred to as "FTA", under 49 U.S.C., Section 5311 of the Federal Transportation Act, as amended; and

WHEREAS, the **SUBRECIPIENT** agrees to undertake, carry out and complete the project, specified in the Project Description, authorized under FTA, 49 U.S.C., Section 5311; and

WHEREAS, the Federal Transit Administration, through the **PT**, will make available up to **\$982,481 in Federal Funds** under the **Nonurbanized Area Formula Program - Rural Public Transportation (Section 5311)**, and **\$77,730 – Vehicle Investment Program (VIP)** subject to the provisions contained herein; and

WHEREAS, the terms of this Agreement include the Project Description, the attachments, Federal Regulations as well as other documents affixed or referred to in this Funding Agreement;


NOW, THEREFORE, the **PT** and **SUBRECIPIENT** do mutually agree that the **SUBRECIPIENT** shall perform the services set forth in the Statement of Work. Such services shall be performed in accordance with the Act and Regulations governing FTA and the terms and conditions set forth in the Budget, General Responsibilities, federal regulations, and any other documents affixed to or referred to in this Funding Agreement. Failure to maintain compliance with these conditions may result in immediate termination of this Funding Agreement by the **PT**.

The **SUBRECIPIENT** acknowledges and agrees that changes in legislation may require modification to this Funding Agreement both in program and funding, and that any such changes, which are necessary shall be incorporated into this Funding Agreement. The **SUBRECIPIENT** further agrees that the **PT** has the right to terminate this Funding Agreement if the **SUBRECIPIENT** cannot comply with such changes.

The **SUBRECIPIENT** acknowledges that all funding is contingent upon the availability of federal funds and continued federal authorization of program activities. The **SUBRECIPIENT** agrees that the **PT** has the right to terminate or otherwise modify this Funding Agreement if federal funding or authority is terminated or modified. The initial award is limited in Attachment A to approximately 41% of the recommended award until Congress and FTA obligate the balance of program funds to the Idaho Transportation Department, PT.

This Agreement is effective April 1, 2009, and will continue until all requirements and objectives are complete. ITD will close this grant by March 31, 2012. The **SUBRECIPIENT** agrees to maintain and retain all required documentation for three years after the written notice of closure of this Funding Agreement and make such records available to the **PT** as required.

PT




Randy Kyrias, Administrator
Division of Public Transportation

4-3-09

Date

SUBRECIPIENT



Authorized Signature

Board Chair

Title

3-25-09

Date

STATEMENT OF WORK

I. PURPOSE

The goals of the Section 5311 program are to enhance the access of people in non-urbanized areas to health care, shopping, education, employment, public services and recreation; to assist in the maintenance, development, improvement, and use of public transportation systems in rural and small non-urbanized areas; to encourage and facilitate the most efficient use of all Federal funds used to provide passenger transportation in non-urbanized areas through the coordination of programs and services; to assist the development and support of intercity bus transportation; and to provide for the development of private transportation providers in non-urbanized transportation to the maximum extent feasible. The specific purpose of this Funding Agreement is to provide services as follows:

- A. The funds will be used to sustain public transportation services as outlined in the Statement of Work section of **SUBRECIPIENT'S** application for Fiscal Year 2009, which is incorporated in this Funding Agreement by reference.
- B. FTA funds will be used to fund services as set forth in the scope of work and the official budget, which is Attachment A to this agreement. The **SUBRECIPIENT** shall reasonably coordinate public transportation services with the agencies identified in the scope of work to identify those individuals who are homebound and require transportation to services. The passenger profile/target clientele is all classifications of individuals with special attention to the needs of the elderly and persons with disabilities.
- C. General Public Transportation Services - Services will be provided to the general public, including elderly and disabled individuals, and will, at a minimum, include services as proposed by the **SUBRECIPIENT** in its application to the state.

II. OBJECTIVES

- A. To establish and/or maintain public transportation systems for the transportation needs of the general public as described in the application for funding and the preceding Project Purpose. Service animals and service animals in training shall be allowed aboard public transportation vehicles that are operated or purchased with federal FTA funds.
- B. To coordinate and consolidate transportation services to the maximum extent feasible among the various social service programs or agencies that provide transportation in the service area described in the preceding Project Purpose.
- C. To maintain an effective accounting system, compliant with the requirements set forth in the FTA Master Agreement and associated federal circulars.
- D. To maintain an effective record keeping system that documents compliance with the various assurances and components of this Funding Agreement.

- E. Use of funds from this Funding Agreement. The **SUBRECIPIENT** shall ensure that requests for reimbursement will be made in a timely manner. Expenditures will not be reimbursed after the ending date of this Funding Agreement which is March 31, 2012.
- F. The **SUBRECIPIENT** shall maintain project equipment used in the provision of services in accordance with detailed maintenance and inspection schedules as provided by the manufacturer.

III. GENERAL RESPONSIBILITIES OF SUBRECIPIENT

- A. The **SUBRECIPIENT** shall accomplish the aforementioned objectives and shall assume the following responsibilities to accomplish these objectives:
 - a. The **SUBRECIPIENT** is responsible for the administration of services under the contract.
 - b. Administrative and operating staff will be made available to deliver services as specified in the **SUBRECIPIENT'S** application to the **PT** as outlined in this Funding Agreement.
- B. The **SUBRECIPIENT** shall be responsible for delivery for project services as described in the Purpose of this Funding Agreement and shall make the following assurances in accomplishing the project objectives:
 - a. **Subcontract Inclusions:** Include all applicable provisions of this Funding Agreement in all subcontracts entered into pursuant to this Funding Agreement. In addition, the following provision shall be included in any advertisement or invitation to bid by the **SUBRECIPIENT** under this Funding Agreement.
 - b. **Statement of Financial Assistance:** This contract is subject to a financial assistance contract between the **PT** and the United States PT of Transportation Federal Transit Administration.
 - c. **Subcontracting Requirements:** All Contracts, subcontracts or agreements with other private, local, state or federal agencies will be disclosed to the **PT** by the **SUBRECIPIENT**. The nature of the contract, subcontract or agreement and its impact on the **SUBRECIPIENT'S** ability to provide service will be fully disclosed. FTA federal funds will not be used to subsidize costs incurred as a result of the **SUBRECIPIENT** entering into a contract, subcontract or agreement with other private, local, state or federal agencies. The **SUBRECIPIENT** will submit any proposal to subcontract any portion of the Project to the **PT** for its review and comment prior to entering into said subcontract.

C. Project Equipment

The **SUBRECIPIENT** shall observe and carry out the following special conditions and terms with respect to Project equipment and services obtained pursuant to this Funding Agreement:

- a. The **SUBRECIPIENT**, in accordance with Office of Management and Budget (OMB) Regulations, FTA Best Practices, and Annual Certifications and Assurances (Attachment B), a procurement process approved by the **PT** will be used to purchase capital equipment. Project equipment shall be purchased in conformity with the Approved Project Budget and shall be appropriate for its intended use and geographic location.
- b. Title to Project vehicles shall be in the name of **PT** and leased to the **SUBRECIPIENT**. Local governments or similar public bodies may have title to the vehicles with the **PT** named as lien holder on the title document. All said title documents will be held in the possession of the **PT** until such time as the **PT** determines a project vehicle has fulfilled its defined useful life, after which the **PT** will relinquish its interest in the vehicle.
- c. The **SUBRECIPIENT** agrees that the Project equipment and facilities shall be used for the provision of transportation services within the area described and set forth in the Project description for the duration of its useful life. It is agreed that if, during such period, any Project equipment is not used in the aforementioned manner, or is withdrawn from transportation service, the **SUBRECIPIENT** shall within 30 days, notify the **PT** and request approval to dispose of the equipment. After written approval of the **PT** has been obtained, the **SUBRECIPIENT** shall dispose of such Project equipment in accordance with disposition instructions issued by the **PT**.
- d. The **SUBRECIPIENT** shall keep satisfactory records with regard to use of property and submit to the **PT** upon request, such information as is required in order to assure compliance with this Section. The **SUBRECIPIENT** shall immediately notify the **PT** in all cases where the Project equipment is used in a manner substantially different than that described in the Project description in the **SUBRECIPIENT'S** application.
- e. The **SUBRECIPIENT** agrees that before operation of any of the equipment used in the provision of services under this Funding Agreement is commenced, the **SUBRECIPIENT** will furnish a public liability insurance policy to the **PT**; and at all times during the progress of, and until final completion of this project, shall keep and maintain, or cause its subcontractors to keep and maintain such policy in full force and effect. Said liability insurance shall provide for a maximum limit as required in Title 49 Code of Federal Regulations (CFR) Part 387.

- f. The policy (together with the certificate) shall name the **PT** as an additional named insured. Public liability insurance for all damage arising out of personal injury to or destruction of property in any one occurrence on any revenue vehicle not covered by 49 CFR Part 387 shall provide not less than \$500,000.
- g. For the duration of the useful life of vehicles paid for with FTA funds, the **PT** shall be named as an additional named insured for the public liability portion of the policy and as "loss payee" of the property damage portion of the policy.
- h. The **SUBRECIPIENT** shall furnish a certificate of insurance complying with the provisions of this Funding Agreement and the certificate shall provide that the **PT** shall be notified in writing by the insurer 30 days in advance of its intent to cancel the policy. The **SUBRECIPIENT** shall ensure to the **PT** that adequate protections to the equipment from destruction or damage per Section 19 of the FTA Master Agreement throughout the period of use.
- i. The **SUBRECIPIENT** agrees to abide by and conform to any applicable standards and requirements set forth by the Federal Motor Carrier Safety Administration (FMCSA) and the Idaho PT of Law Enforcement's Motor Carrier Safety Assistance Program (MCSAP).
- j. The **SUBRECIPIENT** shall submit annually to the **PT** a certificate that the Project equipment is still being used in accordance with the terms of this section and that no part of the local contribution to the cost of the Project has been refunded or reduced. During the period of contract performance, the **SUBRECIPIENT** shall maintain the Project equipment and facilities at a high level of cleanliness, safety and mechanical soundness. The **PT** and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this section. Records relating to vehicle maintenance and operations shall be made available to the **PT** and FTA upon request.
- k. The **SUBRECIPIENT** ensures that the Project vehicles used in the provision of services under this Funding Agreement will be maintained in accordance with written maintenance policies with detailed maintenance and inspection schedules as provided by the manufacturer. The **PT** reserves the right to take possession of any vehicle(s) for which the **PT** still has a lien interest in, that are not maintained in accordance with this Funding Agreement.
- l. In such cases where the **PT** takes possession as listed in paragraph g, the **PT** shall reimburse the **SUBRECIPIENT** up to Twenty Percent (20%) of the assessed market value of the vehicle(s) to reimburse the local matching funds paid by the **SUBRECIPIENT**.
- m. The **SUBRECIPIENT** ensures that all motor vehicle operators have, at a minimum, a valid and appropriate class drivers license for the vehicle types they operate, including any appropriate commercial driver's license endorsement(s) necessary per 49 CFR 391. Motor vehicle operators should also successfully complete defensive driver training, passenger assistance

safety and sensitivity (PASS) training courses within a reasonable period but not more than twelve months from the date of hire. The **SUBRECIPIENT** shall maintain a driver's file that documents qualifications and training, and shall make such records available to the **PT** and to FTA upon request.

- n. The **SUBRECIPIENT** ensures that changes in contracts and agreements for ownership, operation, and leasing of Project equipment and for service will not occur without prior written approval of the **PT**.
 - o. The **SUBRECIPIENT** ensures that a written security program and emergency management plans are established in preparation against attacks; to respond rapidly and effectively to natural and human-caused threats and disasters; to appropriately support the needs of emergency management and public safety agencies; and service can be quickly and efficiently restored to full capability.
- D. **Procurement Requirements:** All services and equipment purchases financed in whole, or in part, pursuant to this Funding Agreement shall be undertaken in accordance with the following standards:
- a. Purchases and acquisitions costing \$500 or less may be undertaken without prior approval from the **PT**.
 - b. Purchases and acquisitions over \$500 and under \$25,000 must be procured through a system that generates three written bids. The **PT** must approve the bids prior to the purchase or acquisition.
 - c. All procurement costing \$25,000 or more must be procured through a competitive sealed bid process. Awards will be made on the basis of lowest cost, according to Idaho State Code.
 - d. Pre-Award and Post-Delivery certifications must be successfully completed and documented. Buy America requirements will be adhered to. Documentation must be made available upon request and maintained in accordance with records retention. Refer to the Division of Public Transportation Procurement Procedures or contact your Grants Officer for more information.
- E. **Other Funds:** The **SUBRECIPIENT** agrees that, should they receive any revenue that may be used to offset Project costs, the amount of said funds shall be applied to reduce the actual costs of the Project in accordance with financial reporting and reimbursement procedures and with policies established by the **PT**. Receipt of additional funds may be used for expansion if consistent with Project goals and activities. Such expansion shall require prior written approval from the **PT**.
- F. **Compliance with Laws and Regulations:** The **SUBRECIPIENT** agrees to comply with all applicable Federal, state and local laws, ordinances, rules, and regulations including, but not limited to, those contained and referenced in Attachments of this Funding Agreement.

G. Charter Operations

- a. The **SUBRECIPIENT** agrees to abide by the conditions prohibiting use of FTA funded equipment or facilities to provide charter services per 49 CFR 604 et al, as amended. Charter services means transportation of a group of persons who travel together under an itinerary, either specified in advance or modified after leaving the place of origin, and who have acquired exclusive use of the vehicle for a common purpose under a single contract for a fixed charge.
- b. Service provided under contract to a charter-exempt social service agency may be considered mass transportation, provided the service is under the immediate or direct control of the **SUBRECIPIENT**; is open door, and the **SUBRECIPIENT** puts any rider on the vehicle in addition to the agency's clients. The **SUBRECIPIENT** agrees that any and all charter service provided must be, in addition to qualifying under an exception noted in Title 49 CFR Part 604 et.al., an incidental charter service, which is defined as charter service that (1) does not interfere with or detract from the provision of transportation services for which equipment or facilities were funded, and (2) does not shorten the useful life of the equipment or facilities.

H. School Bus Operations

- a. The **SUBRECIPIENT** agrees to abide by the conditions prohibiting use of FTA funded buses, facilities, or equipment to engage in school bus operations for the exclusive transportation of school students, personnel and equipment except as outlined below. Exceptions to this general prohibition will be granted only under the following circumstances and those allowed under current Idaho Code:
 - i. The service being provided is considered to be tripper service, which means regularly scheduled mass transportation service which is open to the public and which is designed or modified to accommodate the needs of school students and personnel, using various fare collection or subsidy systems. To qualify for use in tripper service, vehicles (1) must be clearly marked as open to the public; (2) may stop only at regularly scheduled stops; and (3) must be listed as part of regular route service as indicated in published route schedules; and, (4) vehicles shall not carry designations indicating exclusive use by students or personnel.
 - ii. The service being considered is incidental and qualifies under one of the exceptions as charter service, in which case the requirements for exception under the charter service section must be met in full.

- I. **Compliance and Understanding:** Understand that the **PT** has a contract with the FTA, which is the prime Grantor and the **PT** must comply with the provisions of that contract. Therefore, the **SUBRECIPIENT** understands it will be required to comply with provisions or restrictions established by the contract between the **PT** and the Grantor as it effects the operation of the Project.

- J. Energy Conservation:** Recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P. L. 94-163).
- K. Protection of the Environment:** Recognize that any new construction or expansion of transit terminals, storage and maintenance garages, office facilities, and parking facilities may negate the categorical exclusion from environmental impact as determined by FTA procedures. The **SUBRECIPIENT** shall notify the **PT** before undertaking any of the above-mentioned activities in order to ensure compliance with FTA's environmental impact regulations.
- L. Drug and Alcohol Testing Program**
- a. All FTA Section 5311 funding recipients are required to comply with the Drug and Alcohol Testing regulations as dictated in "Prevention of Alcohol Misuse in Transit Operations," Prohibited Drug Use in Transit Operations" at 49 CFR 655 and "Procedures for Transportation Workplace Programs" at Title 49 CFR Part 40, as amended.
 - b. Employees and subcontractors affected by these regulations are those who perform "safety sensitive" functions for the transit agency under FTA Section 5311 and 5311(f) only **SUBRECIPIENTS**.
 - c. The **SUBRECIPIENT** understands and agrees to provide certification to the **PT** of compliance with FTA Safe and Drug-Free workplace requirements including posting a statement of compliance, signed by the board chair or designee and submit a copy to the **PT**.
- M. Changes and Modifications**
- a. General - The **SUBRECIPIENT** may request changes in the general scope of this Funding Agreement, but such changes shall be limited to changes that would expedite achievement of the objectives.
 - b. Adjustment of Category Costs - If any change under this section causes an increase or decrease in the cost or time required of the **SUBRECIPIENT** for the performance of any part of the work or services under this Funding Agreement, an equitable adjustment, to the mutual satisfaction of both parties, shall be made and the Funding Agreement modified in writing accordingly. Any claim for adjustment of cost by the **SUBRECIPIENT** must be made in writing, stating the justification for such claim. The adjustments proposed must be made on the budget format used for this Funding Agreement.
 - c. Official Budget - The approved budget included in this Funding Agreement, or the most recent modification signed by the **SUBRECIPIENT** and the **PT** shall be the official budget.

- N. Disputes and Reconsiderations:** The **SUBRECIPIENT** agrees to attempt to resolve disputes arising from this Funding Agreement by administrative process and negotiation in lieu of litigation. Continued performance as outlined in the Statement of Work during disputes is assured by the **SUBRECIPIENT** unless otherwise suspended by the **PT**.

IV. General Provisions

- A.** The **PT** may terminate the Project at any time for the convenience of the **PT** or upon finding by the **PT** that the **SUBRECIPIENT** has substantially failed to conform to the program set forth in this Funding Agreement or has otherwise failed to comply with the provisions of this Funding Agreement.
- B.** The **PT** is undertaking a detailed review of the use of FTA Section 5311(f) Intercity funding during Fiscal Year 2008. **SUBRECIPIENTS** are advised that, based on the results of this review, the **PT** reserves the right to partially or completely designate that continued intercity funding is not necessary and pursue a waiver to transfer said intercity funds to FTA Section 5311 base funding.
- C.** Upon termination, the parties shall determine the amount of compensation, if any, to be paid by the **SUBRECIPIENT** to the **PT** in order to avoid any State liability to FTA or others. All disposition of equipment due to Project termination shall be in accordance with property disposition instructions issued by the **PT**.
- D.** Continuation of the contract is contingent upon execution of the **PT'S** Master Agreement with FTA.
- E.** This Funding Agreement may be executed in several counterparts each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

V. REPORTING - FORMS COMPLETION - RECORDS RETENTION

- A. REPORTS:** The **SUBRECIPIENT** will be responsible for maintaining records that accurately reflect the provision of services and the accomplishment of objectives.
- B.** The **SUBRECIPIENT** will submit monthly reports and requests for reimbursement of project expenses on approved **PT** forms or the Recipient Operation Sub-System (ROSS) and in a manner approved by the **PT** no later than the 30th day after the billing period. Reimbursement requests received and processed by the 15th of each month will normally be paid by the end of that same month.

- a. Requests for payment for capital expenditures shall be made within 90 days following the date the expense was incurred and shall include all backup documents as required by the **PT**. **SUBRECIPIENTS** must complete and submit the Checklist for Vehicle Procurement when requesting payment for purchases of vehicles. This checklist is available from the **PT**.
- b. The **SUBRECIPIENT** will submit the following reports no later than the 30th day following the end of each month. Reports must be on file and up-to-date in order to process claims for reimbursement.
 - i. Monthly Progress Report
 - ii. Monthly Vehicle Report
- c. The **SUBRECIPIENT** will submit semi-annual reports of Disadvantaged Business Enterprise (DBE) participation and Summary of Good Faith Efforts, as required, through ROSS and in a manner approved by the **PT** no later than the 30th day following the end of each six-month period, with reports due on April 30, and October 30, of each year.
- d. All reports must be submitted on ROSS or sent to:

Idaho Transportation Department
Division of Public Transportation
PO Box 7129
Boise, ID 83707-1129

- C. The **SUBRECIPIENT**, if required to perform drug and alcohol testing, will submit an annual reports via FTA's Drug and Alcohol Management Information System (DAMIS) on its compliance with testing procedures as directed by the **PT**. In accordance with 49 CFR Part 40 and Part 655.
- D. The **SUBRECIPIENT** will be responsible for a final audit of the account and records of the Project satisfactory to the **PT**. Such audit will be performed in accordance with "Government Accounting Standards". The U.S. General Accounting Office issues standards for audit of governmental organizations, programs, activities, and functions (yellow book). OMB circular A-128, describes audit of state and local governments; "OMB Circular A-133", describes audits of institutions of higher education and other nonprofit institutions; and OMB Circular A-122 describes "Cost Principles for Non-Profit Organizations." **SUBRECIPIENT** understands it is responsible for disallowed costs resulting from the audit. "Disallowed costs" are defined as costs incurred by the **SUBRECIPIENT** that are not provided for in the approved budget for the Project, and costs attributable to goods or services received under a contract or other arrangement which has not been approved in writing by the **PT**.
- E. The **SUBRECIPIENT** agrees to furnish any and all records, additional reports and materials necessary to permit the **PT** and FTA to ensure compliance with the terms and conditions of the Funding Agreement.

- a. **National Transit Database Rural Database Reporting.** SAFETEA-LU specifies that the report should include information on total annual revenue, sources of revenue, total annual operating costs, total annual capital costs, fleet size and type, and related facilities, revenue vehicle miles, and ridership.” Subrecipients are required to submit the information as directed to ITD or directly to FTA through the NTD website (<http://www.ntdprogram.com/ntdprogram/rural.htm>). The **SUBRECIPIENT** must submit to **PT** a National Transit Database Rural report for any §5311 funding through the minimum useful life of any capital assets purchased with §5311 funds. Please note that this means that the **SUBRECIPIENT** may be required to provide reports in subsequent years though they may not receive any §5311 funds during one year. Pursuant to SAFETEA-LU, mandatory reporting for 5311 subrecipients will begin for services rendered during the federal fiscal year beginning October 1st and ending September 30th each year.

F. RECORDS MAINTENANCE AND RETENTION

- a. The **SUBRECIPIENT** will maintain complete Project files and submit to the **PT**, at such time as it may require, such financial statements, data, records, contracts and other documents related to the Project as may be deemed necessary by the **PT** and FTA.
- b. All projects will be in accordance with Common Rule, Uniform Requirements for Grants and Cooperation Agreements.
- c. Maintain accounting records and other evidence pertaining to the costs incurred and make the records available at its office at all reasonable times during the Funding Agreement period and for three (3) years following the date written notice of final payment of funds under this Funding Agreement. Such accounting records and other evidence pertaining to the costs incurred will be in accordance with generally accepted accounting procedures governing the receipt of Federal funds, and made available for audit by authorized **PT** and FTA officials.
- d. National Transit Database Reports follow accrual accounting principles. If a cash basis or encumbrance basis accounting system is used, worksheet adjustments should be made to record the data on an accrual basis.

VI. METHOD OF PAYMENT

- A. The **SUBRECIPIENT** shall be reimbursed for costs incurred under this Funding Agreement in an amount not to exceed the federal share of costs identified and allocated among the cost categories in the approved Project budget. Claims submitted by the 15th of each month are generally paid by the end of the month.

B. NET PROJECT COSTS: The **SUBRECIPIENT** shall be reimbursed in an amount not to exceed 80% of the total administrative costs and 57.5% of the total operating costs, and 92% of the capital costs in preventive maintenance and mobility management as listed in the budget. The **SUBRECIPIENT** must obtain prior written approval from the **PT** for deviations from the approved allocation among cost categories. The **SUBRECIPIENT** will maintain records to document the appropriateness and amounts of funds requested and match in each of the cost categories.

C. CAPITAL EXPENDITURE COSTS:

- a. The **SUBRECIPIENT** shall be reimbursed for costs related to this Funding Agreement in an amount not to exceed the federal share of costs identified and allocated in the approved budget. The **SUBRECIPIENT** will maintain the necessary records to document the appropriateness and amounts of federal funds requested in each capital category. The **SUBRECIPIENT** shall be reimbursed in an amount not to exceed 92% of the total capital costs expended on the acquisition(s) listed in the budget. Wheelchair accessible vehicles purchased with ADA compliant ramps or wheelchair lifts may receive a combined federal share of 92% of the purchase price of the vehicle. There are four exceptions to the match rate for capital projects.
- b. Federal Share is 90% for those capital projects with:
 - i. Vehicle-related equipment used to provide access for bicycles to mass transit facilities, or to install equipment used to transport bicycles; or
 - ii. Vehicle-related equipment required by the Clean Air Act amendments of 1990 (CAAA); or
 - iii. Equipment required by the CAAA or the Americans with Disabilities of 1990 (ADA) will be reimbursed at the incremental cost of the equipment at 90% and not the entire cost of the vehicle.
 - iv. Federal shares of funds that may be transferred into the Section 5311 from Section 5307 or other grant programs such as Job Access and Reverse Commute Program or the New Freedom Initiative Program for capital will retain their original federal match rates.

VII. LIST OF ATTACHMENTS

Attachment A – FTA Rural Public Transportation Budget

Appendix A - Standard Assurances – FTA Federal Fiscal Year 2009 Certifications and Assurances

Appendix A
Standard Assurances
FTA Federal Fiscal Year 2009 Certifications and Assurances
Section 5311 Nonurbanized Area Formula Program

The following table indicates those specific Certifications and Assurances that apply to subrecipients receiving FTA Section 5311, 5311(f) and 5310 funding only. The **Subrecipient's** Board Chair or designated individual must sign the signature block below identifying compliance with the applicable certifications and assurances in order to execute this Funding Agreement. The FFY 2009 FTA Certifications and Assurances are available for download from the internet at <http://ftateamweb.fta.dot.gov/static/2009-Certs-TEAM.pdf> or in paper upon request to the Division of Public Transportation.

Cert #	Title	Applicable	Not Applicable
1.	Certifications and Assurances Required of Each Applicant	X	
2.	Lobbying (Application Exceeding \$100,000)	X if >\$100,000	
3.	Procurement Compliance	X	
4.	Private Providers of Public Transportation.	X	
5.	Public Hearing	X	
6.	Acquisition of Rolling Stock (Pre-Award and Post-Delivery Reviews - Capital requests only)	X	
7.	Acquisition of Capital Assets by Lease.	X	
8.	Bus Testing (Capital requests only)	X	
9.	Charter Service Agreement	X	
10.	School Transportation Agreement	X	
11.	Demand Response Service	X	
12.	Alcohol Misuse and Prohibited Drug Use	X	
13.	Interest or Other Financing Costs		X
14.	Intelligent Transportation System Program Assurance		X
15.	Urbanized Area Formula Program,		X
16.	Clean Fuels Formula Program		X
17.	Elderly and Persons with Disabilities	X	
18.	Nonurbanized Area Formula Program	X	
19.	Job Access/Reverse Commute Program		X
20.	New Freedom Program		X
21.	Alternative Transportation in Parks and Public Lands Program.		X
22.	Tribal Transit Program		X
23.	Infrastructure Finance Projects		X
24.	Deposits of Federal Funds to a State Infrastructure Bank Program		X

We Certify and Assure that TREASURE VALLEY TRANSIT, INC. will comply with the applicable portions of Appendix A.

Judith A. Watkins
 (Signature of Board Chair or Designated Official)

3-25-09
 (Date)

ATTACHMENT A

FTA Public Transportation Budget For Nonurban Rural Bus and/or Rural Intercity Bus

Subrecipient: Treasure Valley Transit, Inc.

Project Number: ID-18-X030/TVT

Budget Modification Number: 0

Budget Category (Federal/Local Share)	VIP Funds State Amount	Federal Amount	Local Amount (Match)	Total Amount
ORIGINAL AWARD - Estimated 43% of Total Award				
Base - 5311				
Administration (80/20)		\$ 238,766	\$ 59,692	\$ 298,458
Capital (92/8)	\$ 77,730	\$ -	\$ 6,759	\$ 84,489
Preventive Maintenance (92/8)		\$ -	\$ -	\$ -
Mobility Management (92/8)		\$ -	\$ -	\$ -
Operations (57.5/42.5)		\$ 159,178	\$ 117,653	\$ 276,831
Total Rural Base	\$ 77,730	\$ 397,944	\$ 184,104	\$ 659,778
Intercity - 5311(f)				
Administration (80/20)		\$ -	\$ -	\$ -
Preventive Maintenance (92/8)		\$ -	\$ -	\$ -
Operations (57.5/42.5)		\$ -	\$ -	\$ -
Total Rural Intercity		\$ -	\$ -	\$ -
Total Program Original Cost	\$ 77,730	\$ 397,944	\$ 184,104	\$ 659,778
Modification 01				
Base - 5311				
Administration (80/20)		\$ -	\$ -	\$ -
Capital (92/8)		\$ -	\$ -	\$ -
Preventive Maintenance (92/8)		\$ -	\$ -	\$ -
Mobility Management (92/8)		\$ -	\$ -	\$ -
Operations (57.5/42.5)		\$ -	\$ -	\$ -
Total Rural Base Modification 01	\$ -	\$ -	\$ -	\$ -
Intercity - 5311(f)				
Administration (80/20)		\$ -	\$ -	\$ -
Preventive Maintenance (92/8)		\$ -	\$ -	\$ -
Operations (57.5/42.5)		\$ -	\$ -	\$ -
Total Rural Intercity Modification 01		\$ -	\$ -	\$ -
Total Modification 01		\$ -	\$ -	\$ -
REVISED BUDGET				
Base - 5311				
Administration (80/20)		\$ 238,766	\$ 59,692	\$ 298,458
Capital (92/8)	\$ 77,730	\$ -	\$ 6,759	\$ 84,489
Preventive Maintenance (92/8)		\$ -	\$ -	\$ -
Mobility Management (92/8)		\$ -	\$ -	\$ -
Operations (57.5/42.5)		\$ 159,178	\$ 117,653	\$ 276,831
Revised Total Rural Budget	\$ 77,730	\$ 397,944	\$ 184,104	\$ 659,778
Intercity - 5311(f)				
Administration (80/20)		\$ -	\$ -	\$ -
Preventive Maintenance (92/8)		\$ -	\$ -	\$ -
Operations (57.5/42.5)		\$ -	\$ -	\$ -
Revised Total Rural Intercity Budget		\$ -	\$ -	\$ -
Total Program Cost - Revised Budget	\$ 77,730	\$ 397,944	\$ 184,104	\$ 659,778
Total Program Cost - Original Budget	\$ 77,730	\$ 397,944	\$ 184,104	\$ 659,778
Total Program Cost - Modification 1	\$ -	\$ -	\$ -	\$ -

*Corrected worksheet
to include local
match for VIP B.
Basis*

ATTACHMENT A

FTA Public Transportation Budget For Nonurban Rural Bus and/or Rural Intercity Bus

Subrecipient: Treasure Valley Transit, Inc.

Project Number: ID-18-X030/TVT

Budget Modification Number: 0

Budget Category (Federal/Local Share)	VIP Funds State Amount	Federal Amount	Local Amount (Match)	Total Amount
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Capital (92/8)	\$ 77,730	\$ -	\$ -	\$ -
Preventive Maintenance (92/8)		\$ -	\$ -	\$ -
Mobility Management (92/8)		\$ -	\$ -	\$ -
Operations (57.5/42.5)		\$ 159,178	\$ 117,653	\$ 276,831
Total Rural Base	\$ 77,730	\$ 397,944	\$ 177,345	\$ 575,289
Intercity - 5311(f)				
Administration (80/20)		\$ -	\$ -	\$ -
Preventive Maintenance (92/8)		\$ -	\$ -	\$ -
Operations (57.5/42.5)		\$ -	\$ -	\$ -
Total Rural Intercity		\$ -	\$ -	\$ -
Total Program Original Cost	\$ 77,730	\$ 397,944	\$ 177,345	\$ 575,289
Modification 01				
Base - 5311				
Administration (80/20)		\$ -	\$ -	\$ -
Capital (92/8)		\$ -	\$ -	\$ -
Preventive Maintenance (92/8)		\$ -	\$ -	\$ -
Mobility Management (92/8)		\$ -	\$ -	\$ -
Operations (57.5/42.5)		\$ -	\$ -	\$ -
Total Rural Base Modification 01	\$ -	\$ -	\$ -	\$ -
Intercity - 5311(f)				
Administration (80/20)		\$ -	\$ -	\$ -
Preventive Maintenance (92/8)		\$ -	\$ -	\$ -
Operations (57.5/42.5)		\$ -	\$ -	\$ -
Total Rural Intercity Modification 01		\$ -	\$ -	\$ -
Total Modification 01		\$ -	\$ -	\$ -
REVISED BUDGET				
Base - 5311				
Administration (80/20)		\$ 238,766	\$ 59,692	\$ 298,458
Capital (92/8)	\$ 77,730	\$ -	\$ -	\$ -
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Operations (57.5/42.5)		\$ 159,178	\$ 117,653	\$ 276,831
Revised Total Rural Budget	\$ 77,730	\$ 397,944	\$ 177,345	\$ 575,289
Intercity - 5311(f)				
Administration (80/20)		\$ -	\$ -	\$ -
Preventive Maintenance (92/8)		\$ -	\$ -	\$ -
Operations (57.5/42.5)		\$ -	\$ -	\$ -
Revised Total Rural Intercity Budget		\$ -	\$ -	\$ -
Total Program Cost - Revised Budget	\$ 77,730	\$ 397,944	\$ 177,345	\$ 575,289
Total Program Cost - Original Budget	\$ 77,730	\$ 397,944	\$ 177,345	\$ 575,289
Total Program Cost - Modification 1	\$ -	\$ -	\$ -	\$ -

Local Amount