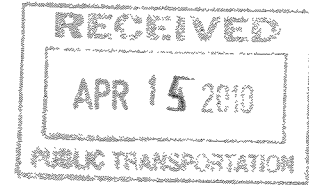


**STATE OF IDAHO**  
**Idaho Transportation Department**  
**Funding Agreement**



**SUBRECIPIENT GRANT NUMBER: ID-18-X032-NICE**  
**SUBRECIPIENT: North Idaho Community Transit**

This Funding Agreement is entered into by the State of Idaho, Idaho Transportation Department, hereinafter referred to as the **DEPARTMENT**, and North Idaho Community Transit, hereinafter referred to as the **SUBRECIPIENT**. This Funding Agreement is anticipated to be effective as of April 1, 2010 and expire on September 30, 2011.

WITNESSETH: The **DEPARTMENT** enters into this Funding Agreement pursuant to authority granted to it in Title 56, Chapter 10, Idaho Code. The **SUBRECIPIENT** agrees to undertake performance of this Funding Agreement under the terms and conditions set forth herein.

The **SUBRECIPIENT** agrees to provide, and the **DEPARTMENT** agrees to accept the services detailed in the Scope of Work, Services to be Performed and generally described as follows as part of the FY 2010 authorized under FTA, 49 U.S.C., Section 5311 Program, State Transportation Improvement Program Key #11304.

This is also notice that amount of this award and the Budget in Attachment B is for approximately 41% of the recommended award because Congress has not authorized the remaining 59% for apportionment to date. The **DEPARTMENT** will initiate a budget amendment immediately when the balance of the ITD Board award when federal funds become available. Slightly less (<½ %) than what was originally recommended to the ITD Board in 2010 will be in the final award because the final Congressional allocations to states under SAFETEA-LU were lower than projected. Any reductions in awards that occur will be uniform and across-the-board for all grant subrecipients.

This Funding Agreement contains the following:

**Agreement:**

Standard Funding Agreement  
Scope of Work  
Cost/Billing Procedure

**Attachments:**

- A. No Attachment A
- B. Budget
- C. No Attachment C
- D. Certifications and Assurances
- E. No Attachment E
- F. DOT's Civil Rights
- G. 5311 Eligibility Checklist

**TOTAL AMOUNT: \$97,809**

## Standard Funding Agreement

1. TERMS. Alteration of the terms of this agreement may be made by a joint memorandum directing the change and signed by both the Department and the Subrecipient.
2. PERFORMANCE. The failure of the Department to require strict performance of any term or condition of this agreement or to exercise any option herein, in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect, unless there is a prior written waiver by the Department.
3. FISCAL RECORDS. The Subrecipient agrees to maintain all fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Funding Agreement. These records shall be available for and subject to inspection, review or audit and copying by the Department and other personnel duly authorized by the Department or federal inspectors or auditors at all reasonable times, at either the Subrecipient's principal place of business or upon premises designated by the Department.
4. RECORDS. The Subrecipient shall maintain all records and documents relevant to this Funding Agreement for three (3) years after notice of grant closeout. The Department, and any persons duly authorized by the Department, shall have full access to and the right to inspect, reviews, and audit any of these materials during the retention period. If an audit, litigation or other action involving records is initiated before the three (3) year period has expired, the records must be retained until all issues arising out of such action are resolved, or until an additional three (3) year period has passed, whichever is later.
5. MONITORING. The Subrecipient shall be monitored on a frequency to be determined by the Department and the program shall be periodically reviewed. The results of this program review may be used, with other information, to evaluate the Subrecipient's provision of services funded by this Funding Agreement.
6. INDEMNIFICATION BY THE SUBRECIPIENT. The Subrecipient shall indemnify, defend and save harmless the State of Idaho, and the Department, its officers, agents and employees, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of the Subrecipient caused by or arising out of the Subrecipient's performance, act, or omission of any term of this Funding Agreement. Nothing in this provision shall extend the Subrecipient's indemnification of the Department beyond the liability of the Department provided in the Idaho Tort Claims Act, Idaho Code Section 6-901 et seq., the aggregate of which is limited to \$500,000 by Idaho Code Section 6-926.
7. INDEPENDENT CONTRACTOR STATUS. As an independent contractor, Subrecipient is responsible for all employee-related benefits, such as paid leaves and health insurance, and withholding and payment of F.I.C.A., F.U.T.A., and income taxes for federal and state purposes. The Department shall not be responsible for these employee-related benefits and tax items, and shall be indemnified and held harmless for any liability, cost or expense, including any interest, penalties and attorney's fees, that may be connected with the Subrecipient's failure to provide or pay such items.

8. CONFIDENTIALITY. It is expressly acknowledged and agreed that the Subrecipient shall observe the confidentiality of information provisions of the Idaho Code, and pertinent state and federal rules and regulations. The Department will furnish the Subrecipient with applicable statutes, rules and regulations upon receipt of written request for them. Further, the Subrecipient acknowledges that pursuant to Idaho Code Section 9-335 et seq., information or documents received from Subrecipient may be open to public inspection and copying unless exempt.
9. NONDISCRIMINATION. The Subrecipient hereby agrees to provide all services funded through or affected by this Funding Agreement without discrimination on the basis of race, color, national origin, sex, age, religion or physical/mental impairment, and to comply with all relevant state and federal laws regarding anti-discrimination.
10. LOBBYING.
  - a. Influence The Subrecipient certifies that none of the funds provided by this Funding Agreement have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, Funding Agreement, loan or cooperative agreement.
  - b. Standard Form LLL If any funds, other than funds provided by this Funding Agreement, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with this Funding Agreement, the Subrecipient shall complete and submit Standard Form LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions, and a copy of Standard Form LLL to the Department.
  - c. False Statement The Subrecipient understands that a false statement of this certification may be grounds for rejection or termination of the Funding Agreement, and that their signature upon this 'Standard Funding Agreement' is a material representation of fact upon which reliance was placed when this Funding Agreement was made or entered into. In addition, under Section 1352, Title 31 U.S. Code, a false statement shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such false statement.
11. SINGLE AUDIT ACT. The Subrecipient must comply with the terms of the 'Single Audit Act' of 1984. Funds provided under this Funding Agreement may be used to pay for compliance with this Act in proportion to other funding sources available to the Subrecipient.
12. TERMINATION FOR CONVENIENCE. The Department or the Subrecipient may cancel this Funding Agreement at any time without cause upon thirty (30) calendar days' written notice specifying the date of termination. The obligations and liabilities of the parties shall cease upon the date of termination, except that the obligations or liabilities incurred prior to the termination date shall be honored. Upon termination the Department and Subrecipient shall determine the amount of compensation, if any, to be paid by the Subrecipient to the Department in order to avoid any State liability to FTA or others. All disposition of equipment due to project termination shall be in accordance with instruction from the Department.

13. FEDERAL FUNDING. The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho. All funding is contingent upon the availability of federal funds and continued authorization of program activities. Changes in legislation may require modification to this agreement in program and funding and any such changes may be incorporated into this agreement. It is understood that the State has the right to terminate or otherwise modify this agreement if federal funding or authority is terminated
  
14. FEDERAL AND STATE AUDIT EXCEPTIONS. If a federal or state audit indicates that payments to the Contractor fail to comply with applicable federal or state laws, rules or regulations, the Contractor shall refund and pay to the Department any compensation paid to Contractor arising from such noncompliance, plus costs, including audit costs.
  - a. Tribes If the Subrecipient is a Tribe, the Contractor and Department recognize that services performed pursuant to this Contract by the Contractor and all approved subcontractors within reservation boundaries are subject to applicable laws, ordinances and regulations of the Tribe. Nothing in this Contract should be construed as a waiver of sovereign immunity.
  
  - b. Illegal Aliens Subrecipient warrants that any contract resulting from this Solicitation is subject to Executive Order 2006-40 ([http://gov.idaho.gov/mediacenter/execorders/eo06/eo\\_2006-40.html](http://gov.idaho.gov/mediacenter/execorders/eo06/eo_2006-40.html)); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes 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.
  
15. LIABILITY INSURANCE Subrecipient shall have a liability insurance policy enforce all times during the term of this agreement. The policy shall provide 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 and shall name the Department 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.
  
16. PROCUREMENT REQUIREMENTS Subrecipient will follow the following procurement guidelines:
  - a. Subrecipient shall follow Idaho Administrative Code, Rules of the Division of Purchasing covered in IDAPA 38.05.01. per <http://adm.idaho.gov/adminrules/rules/idapa38/0501.pdf>
  
  - b. Micro Purchase: Must follow Federal threshold, which is more restrictive: the recipient may acquire property and services valued at less than \$3,000 without obtaining competitive quotations. Note: Davis-Bacon prevailing wage requirements, however, will apply to construction contracts exceeding \$2,000, even though the recipient uses micro-purchase procurement procedures.
  
  - c. Small Purchase: Must follow State threshold, which is more restrictive than federal: Informal: between \$3,000 and \$75,000 must acquire three written quotes.
  
  - d. Small Purchase: Must follow State threshold, which is more restrictive than federal: Informal: between \$3,000 and \$75,000 must acquire three written quotes.
  
  - e. Large Purchase: Must follow State threshold, which is more restrictive than federal: Formal, over \$75,000, must acquire sealed bids.

g. Certified Disadvantage Business Enterprises. Use the DBE Directory and include any eligible DBE in your solicitations: <http://www.itd.idaho.gov/civil/dbefirms.htm>

f. FTA's third party procurement (C4220.1F) resource:  
[http://www.fta.dot.gov/funding/grants\\_financing\\_6036.html](http://www.fta.dot.gov/funding/grants_financing_6036.html)

17. TRAVEL REQUIREMENTS Subrecipient must follow State of Idaho travel guidelines for reimbursement for travel. Refer to <http://www.sco.idaho.gov/web/sbe/sbeweb.nsf/pages/trvlpolicy.htm> or your agency's travel rules whichever are more restrictive.

-----  
WITNESS WHEREOF, the parties have executed this agreement.

SUBRECIPIENT:

STATE OF IDAHO:

North Idaho Community Express  
Name of Organization

Idaho Transportation Department

Helen Stephens  
Name of Signature Authority (printed)

Randy Kyrias

Title: Director

Title: Administrator, Division of Public Transportation

Helen Stephens  
Signature

[Signature]  
Signature

4/12/10  
Date

4-19-10  
Date

Mailing Address: NICE  
137 Spruce Ave  
Cda, Id. 83814

Mailing Address: P.O. Box 7129  
Boise, ID 83707-1129

Telephone No.: 208-699-3693

Telephone No.: 1-800-527-7985

Funding Agreement Number ID-18-X032

## Scope of Work

### I. General Requirements

1. The Subrecipient shall comply with the rules, regulations and policies as outlined 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. The Subrecipient's operation shall also comply with the Office of Management and Budget Circulars A-87, A-122, A-123, and A-133.
2. The Subrecipient will support the goals and objectives of the Section 5311 Non-urban Area Program which 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. Conditions Specific to 5311:
  - a. The Subrecipient, if procuring buses acknowledges that Transit Vehicle Manufactures (TVM) must have an approved FTA DBE Program and Goal prior to bidding on contract. For a current listing, see [http://www.fta.dot.gov/documents/TVM\\_posting4.7.09.pdf11.pdf](http://www.fta.dot.gov/documents/TVM_posting4.7.09.pdf11.pdf)
  - b. The Subrecipient, if procuring buses, acknowledges minimum useful life, as stated on the Service to be Performed of this agreement.
  - c. The Subrecipient, if undertaking a facility or station rehabilitation project, shall acknowledge that any new and altered facilities, including rail stations, bus stops, and airports, are subject to [ADA standards](http://www.access-board.gov/ada-aba/ada-standards-dot.cfm) for transportation facilities (found at <http://www.access-board.gov/ada-aba/ada-standards-dot.cfm>). New or remanufactured buses, vans, rail cars, and other modes of public transit must meet [ADA vehicle standards](http://www.access-board.gov/transit/) (found at: <http://www.access-board.gov/transit/>). Note: US DOT regulations implementing the transportation provisions of the ADA are codified at 49 CFR Parts 27, 37 and 38 and can be found on the Office of Civil Rights ADA website ([www.fta.dot.gov/ada](http://www.fta.dot.gov/ada))
  - d. The Subrecipient acknowledges that this project is listed in FTA's electronic grant making program (TEAM Web) with specific Activity Line Items. Changes to the project Service to be Performed may require FTA concurrence based on the nature of ARRA funding. Any and all changes to the project must be approved in advance by Department.
  - e. The Subrecipient, if undertaking a construction project, acknowledges the requirement to have any and all associated environmental certifications approved before beginning work.
  - f. The Subrecipient is responsible for the maintenance of Capital Items under the contract.

- g. Administrative and operating staff is available and capable in delivering services related to this Capital grant, as specified in the Subrecipient Scope of Work to the Department as outlined in this Funding Agreement.

3. Policies

- a. The Subrecipient agrees to follow policies as established by the Idaho Transportation Department, Public Transportation. The most update policies are at <http://www.mobilityidaho.org/policies>.

4. Changes and Modifications:

- a. 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. If any change under this 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. The approved budget included in this Funding Agreement, or the most recent modification signed by the Subrecipient and the Department shall be the official budget.
5. The Subrecipient agrees to attempt to resolve disputes arising from this funding agreement by administrative process and negotiation in lieu of litigation. The Subrecipient shall continue to perform the Services to be Performed outlined during the dispute.
6. The Department has certain requirements by FTA for reporting, monitoring and inspections. The Subrecipient understands and agrees that failure to cooperate with the Department's requests could jeopardize funding and reimbursement.
7. The subrecipient agrees to provide the Department with a cost allocation plan.

**II. Services to be Performed**

- 1. The Subrecipient shall perform all approved services for strategies identified in the Subrecipient's FY 2010 Grant Application Work Plan and Budgets where those services are not duplicated or funded by other FTA projects.
- 2. The Subrecipient will provide rural demand response bus services from rural Kootenai County including Rathdrum, Spirit Lake and Hauser, ID.
- 3. The Subrecipient will provide demand response bus services, Monday through Fridays, in the communities of Sandpoint, Sagle, Dover, and Ponderay, ID.

4. The Subrecipient will provide rural demand response services, Monday through Friday, in Mullan, Wallace, Silverton, Osburn, Kellogg, Smelterville, Pinehurst, Kingston, and Cataldo, ID.
5. The Subrecipient will also provide rural intercity bus services between Sandpoint and Coeur d'Alene, Monday through Fridays, three times daily.

### **III. Reports**

The Subrecipient shall report as outlined in Attachment C.

### **IV. Certifications and Assurance**

The Subrecipient must agree to and sign the Standard Assurances listed in Attachment D.

### **V. Performance Management**

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.

## Cost and Billing Procedure

The Department agrees to reimburse the Subrecipient for eligible expenses reported on the Budget and invoice in accordance with the following procedures:

1. The Subrecipient must submit an invoice requesting reimbursement to the Department at the least quarterly.
2. The Subrecipient must submit a list of representatives who are authorized to sign/submit the Budget and Invoice for reimbursement.
  - a. The request must bear the signature of the authorized representative if sent in paper a format.
  - b. Requests submitted in electric format must be sent by the authorized representative.
  - c. If the request is signed/submitted by anyone not on the authorized list the request will be it retuned.
3. The request must include supporting documentation itemized by budget category for all expenditures incurred since the last request.
4. Incomplete or inaccurate requests for reimbursement will not be accepted by the Department and will be returned to the Subrecipient. However, the Department has discretion to withhold partial payment for individual line items that are not acceptable and reimbursed the Subrecipient for approved amounts on the same request.
5. The Subrecipient must use the Budget provided in Attachment B. The Subrecipient will use the specified program Invoice located at <http://www.mobilityidaho.org/funding/invoicingandreporting> .
6. The Subrecipient is expected to have adequate internal processes to track their budget balances.
7. The Department will review the request for accuracy and completeness and if approved route for payment.
8. The Department shall reimburse the Subrecipient within 30 day of the request.
9. The Department may withhold reimbursements if the Subrecipient has outstanding reports due until the Subrecipient is compliant with reporting requirements.
10. The Department will electronically transfer approved reimbursement funds to the Subrecipient's account as budget balances allowed. In no event will the Subrecipient receive reimbursement for costs that exceed the amount approved in a budget category.
11. Budget revisions must be submitted to and approved by the Department in writing.
12. The request for reimbursement and required reports must be addressed to:

Email: [GATeam@itd.idaho.gov](mailto:GATeam@itd.idaho.gov)  
Idaho Transportation Department  
PO Box 7129  
Boise, Idaho 83707-1129



**Division of Public Transportation**

PO Box 7129, Boise, Idaho 83707  
(208) 334-8984 or (800) 527-7985

Attachment 8

**5311, 5311f Budget**

<b>Sub-Recipient Name</b>	North Idaho Community Transit, Inc.
<b>Address Code:</b>	137 Spruce Ave
<b>City, State, Zip Code</b>	Coeur d'Alene, ID 83814
<b>Phone:</b>	208-664-9769
<b>Email:</b>	helenstephens@icehouse.net
<b>Vendor #</b>	820434960

<b>Date</b>	4/1/2010
<b>Grant #</b>	ID18X032NI
<b>Project #</b>	

<b>BASE</b>		P1071NI		VIP or InKind	
Date	Budget Category	Federal	Local Match		Total Amount
April 1, 2010	Administration (Phase AN) (80/20)	32,184	8,046		40,230
		0	0		0
	<b>Admin Total</b>	<b>32,184</b>	<b>8,046</b>		<b>40,230</b>
April 1, 2010	Operating (Phase OP) (57.5/42.5)	41,638	30,776		72,414
		0	0		0
	<b>Operating Total</b>	<b>41,638</b>	<b>30,776</b>		<b>72,414</b>
April 1, 2010	Preventative Maintenance (Phase PM) (92/8)	0	0		0
		0	0		0
	<b>Preventative Mtce Total</b>	<b>0</b>	<b>0</b>		<b>0</b>
<b>TOTALS</b>		<b>73,822</b>	<b>38,822</b>	<b>0</b>	<b>112,644</b>

Total Base Budget \$112,644.00

<b>INTERCITY</b>		P1072NI		VIP or InKind	
Date	Budget Category	Federal	Local Match		Total Amount
April 1, 2010	Administration (Phase AN) (80/20)	3,168	792		3,960
		0	0		0
	<b>Admin Total</b>	<b>3,168</b>	<b>792</b>		<b>3,960</b>
April 1, 2010	Operating (Phase OP) (57.5/42.5)	20,819	15,388		36,207
		0	0		0
	<b>Operating Total</b>	<b>20,819</b>	<b>15,388</b>		<b>36,207</b>
April 1, 2010	Preventative Maintenance (Phase PM) (92/8)	0	0		0
		0	0		0
	<b>Preventative Mtce Total</b>	<b>0</b>	<b>0</b>		<b>0</b>
<b>TOTALS</b>		<b>23,987</b>	<b>16,180</b>	<b>0</b>	<b>40,167</b>

Total Intercity Budget \$40,167.00

Total Awarded \$152,811.00

**PT Office Use**

Program		Federal	Match	VIP or Inkind
Base	P1071NI	Unit - 5025	Unit - 5025	Unit - 5025
Intercity	P1072NI	Object	Object - 9999	Object - 9999
CFDA Number	20.509	Sub Object - 01	Sub-Object 96	Sub-Object 96
Grant's Officer:	Butch Ragsdale	Act - R380	Act - R370	VIP - R430 Inkind - R420
Date	April 1, 2010	Task - C	Task - K	VIP - B Inkind - L

## Attachment D

### FTA Federal Fiscal Year Certifications and Assurances

#### Section 5311 FY 2010 Non-urbanized Area Formula Program –

Certifications and Assurances that apply to sub-recipients receiving FTA Section 5311, and 5311(f) funding. The **Sub-recipient'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 2010 FTA Certifications and Assurances are available for download from the internet at [http://www.fta.dot.gov/funding/grants\\_financing\\_93.html](http://www.fta.dot.gov/funding/grants_financing_93.html) and have been included after the signature below.

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.	Protections for Private Providers of Public Transportation	X	
5.	Public Hearing	X	
6.	Acquisition of Rolling Stock for Use in Revenue Service (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		X

15.	Urbanized Area Formula Program		X
16.	Clean Fuels Formula Program		X
17.	Elderly and Persons with Disabilities	X	
18.	Non-urbanized 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 North Idaho Community Express will comply with the applicable portions of Attachment D.**

Helen Stephens

(Print Name of Board Chair or Designated Official)

Helen Stephens

(Signature of Board Chair or Designated Official)

4/12/10

(Date)

**STATE OF IDAHO**  
**Idaho Transportation Department**  
**Funding Agreement**

**SUBRECIPIENT GRANT NUMBER: ID-18-X032-NICE**  
**SUBRECIPIENT: North Idaho Community Transit**

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**TOTAL AMOUNT: \$97,809**

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4. RECORDS. The Subrecipient shall maintain all records and documents relevant to this Funding Agreement for three (3) years after notice of grant closeout. The Department, and any persons duly authorized by the Department, shall have full access to and the right to inspect, reviews, and audit any of these materials during the retention period. If an audit, litigation or other action involving records is initiated before the three (3) year period has expired, the records must be retained until all issues arising out of such action are resolved, or until an additional three (3) year period has passed, whichever is later.
5. MONITORING. The Subrecipient shall be monitored on a frequency to be determined by the Department and the program shall be periodically reviewed. The results of this program review may be used, with other information, to evaluate the Subrecipient's provision of services funded by this Funding Agreement.
6. INDEMNIFICATION BY THE SUBRECIPIENT. The Subrecipient shall indemnify, defend and save harmless the State of Idaho, and the Department, its officers, agents and employees, from and against all liability, claims, damages, losses, expenses, actions, and suits whatsoever, including injury or death of others or any employee of the Subrecipient caused by or arising out of the Subrecipient's performance, act, or omission of any term of this Funding Agreement. Nothing in this provision shall extend the Subrecipient's indemnification of the Department beyond the liability of the Department provided in the Idaho Tort Claims Act, Idaho Code Section 6-901 et seq., the aggregate of which is limited to \$500,000 by Idaho Code Section 6-926.
7. INDEPENDENT CONTRACTOR STATUS. As an independent contractor, Subrecipient is responsible for all employee-related benefits, such as paid leaves and health insurance, and withholding and payment of F.I.C.A., F.U.T.A., and income taxes for federal and state purposes. The Department shall not be responsible for these employee-related benefits and tax items, and shall be indemnified and held harmless for any liability, cost or expense, including any interest, penalties and attorney's fees, that may be connected with the Subrecipient's failure to provide or pay such items.

8. CONFIDENTIALITY. It is expressly acknowledged and agreed that the Subrecipient shall observe the confidentiality of information provisions of the Idaho Code, and pertinent state and federal rules and regulations. The Department will furnish the Subrecipient with applicable statutes, rules and regulations upon receipt of written request for them. Further, the Subrecipient acknowledges that pursuant to Idaho Code Section 9-335 et seq., information or documents received from Subrecipient may be open to public inspection and copying unless exempt.
  
9. NONDISCRIMINATION. The Subrecipient hereby agrees to provide all services funded through or affected by this Funding Agreement without discrimination on the basis of race, color, national origin, sex, age, religion or physical/mental impairment, and to comply with all relevant state and federal laws regarding anti-discrimination.
  
10. LOBBYING.
  - a. Influence The Subrecipient certifies that none of the funds provided by this Funding Agreement have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, Funding Agreement, loan or cooperative agreement.
  
  - b. Standard Form LLL If any funds, other than funds provided by this Funding Agreement, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with this Funding Agreement, the Subrecipient shall complete and submit Standard Form LLL, 'Disclosure Form to Report Lobbying', in accordance with its instructions, and a copy of Standard Form LLL to the Department.
  
  - c. False Statement The Subrecipient understands that a false statement of this certification may be grounds for rejection or termination of the Funding Agreement, and that their signature upon this 'Standard Funding Agreement' is a material representation of fact upon which reliance was placed when this Funding Agreement was made or entered into. In addition, under Section 1352, Title 31 U.S. Code, a false statement shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such false statement.
  
11. SINGLE AUDIT ACT. The Subrecipient must comply with the terms of the 'Single Audit Act' of 1984. Funds provided under this Funding Agreement may be used to pay for compliance with this Act in proportion to other funding sources available to the Subrecipient.
  
12. TERMINATION FOR CONVENIENCE. The Department or the Subrecipient may cancel this Funding Agreement at any time without cause upon thirty (30) calendar days' written notice specifying the date of termination. The obligations and liabilities of the parties shall cease upon the date of termination, except that the obligations or liabilities incurred prior to the termination date shall be honored. Upon termination the Department and Subrecipient shall determine the amount of compensation, if any, to be paid by the Subrecipient to the Department in order to avoid any State liability to FTA or others. All disposition of equipment due to project termination shall be in accordance with instruction from the Department.

13. FEDERAL FUNDING. The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho. All funding is contingent upon the availability of federal funds and continued authorization of program activities. Changes in legislation may require modification to this agreement in program and funding and any such changes may be incorporated into this agreement. It is understood that the State has the right to terminate or otherwise modify this agreement if federal funding or authority is terminated
  
14. FEDERAL AND STATE AUDIT EXCEPTIONS. If a federal or state audit indicates that payments to the Contractor fail to comply with applicable federal or state laws, rules or regulations, the Contractor shall refund and pay to the Department any compensation paid to Contractor arising from such noncompliance, plus costs, including audit costs.
  - a. Tribes If the Subrecipient is a Tribe, the Contractor and Department recognize that services performed pursuant to this Contract by the Contractor and all approved subcontractors within reservation boundaries are subject to applicable laws, ordinances and regulations of the Tribe. Nothing in this Contract should be construed as a waiver of sovereign immunity.
  
  - b. Illegal Aliens Subrecipient warrants that any contract resulting from this Solicitation is subject to Executive Order 2006-40 ([http://gov.idaho.gov/mediacenter/execorders/eo06/eo\\_2006-40.html](http://gov.idaho.gov/mediacenter/execorders/eo06/eo_2006-40.html)); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes 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.
  
15. LIABILITY INSURANCE Subrecipient shall have a liability insurance policy enforce all times during the term of this agreement. The policy shall provide 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 and shall name the Department 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.
  
16. PROCUREMENT REQUIREMENTS Subrecipient will follow the following procurement guidelines:
  - a. Subrecipient shall follow Idaho Administrative Code, Rules of the Division of Purchasing covered in IDAPA 38.05.01. per <http://adm.idaho.gov/adminrules/rules/idapa38/0501.pdf>
  
  - b. Micro Purchase: Must follow Federal threshold, which is more restrictive: the recipient may acquire property and services valued at less than \$3,000 without obtaining competitive quotations. Note: Davis-Bacon prevailing wage requirements, however, will apply to construction contracts exceeding \$2,000, even though the recipient uses micro-purchase procurement procedures.
  
  - c. Small Purchase: Must follow State threshold, which is more restrictive than federal: Informal: between \$3,000 and \$75,000 must acquire three written quotes.
  
  - d. Small Purchase: Must follow State threshold, which is more restrictive than federal: Informal: between \$3,000 and \$75,000 must acquire three written quotes.
  
  - e. Large Purchase: Must follow State threshold, which is more restrictive than federal: Formal, over \$75,000, must acquire sealed bids.

g. Certified Disadvantage Business Enterprises. Use the DBE Directory and include any eligible DBE in your solicitations: <http://www.itd.idaho.gov/civil/dbeforams.htm>

f. FTA's third party procurement (C4220.1F) resource: [http://www.fta.dot.gov/funding/grants\\_financing\\_6036.html](http://www.fta.dot.gov/funding/grants_financing_6036.html)

17. TRAVEL REQUIREMENTS Subrecipient must follow State of Idaho travel guidelines for reimbursement for travel. Refer to <http://www.sco.idaho.gov/web/sbe/sbeweb.nsf/pages/trvlpolicy.htm> or your agency's travel rules whichever are more restrictive.

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WITNESS WHEREOF, the parties have executed this agreement.

SUBRECIPIENT:

STATE OF IDAHO:

North Idaho Community Express  
Name of Organization

Idaho Transportation Department

\_\_\_\_\_  
Name of Signature Authority (printed)

Randy Kyrias

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

Title: Administrator, Division of Public Transportation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing Address: P.O. Box 7129  
Boise, ID 83707-1129

Telephone No.: \_\_\_\_\_

Telephone No.: 1-800-527-7985

Funding Agreement Number ID-18-X032

## Scope of Work

### I. General Requirements

1. The Subrecipient shall comply with the rules, regulations and policies as outlined 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. The Subrecipient's operation shall also comply with the Office of Management and Budget Circulars A-87, A-122, A-123, and A-133.
2. The Subrecipient will support the goals and objectives of the Section 5311 Non-urban Area Program which 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. Conditions Specific to 5311:
  - a. The Subrecipient, if procuring buses acknowledges that Transit Vehicle Manufactures (TVM) must have an approved FTA DBE Program and Goal prior to bidding on contract. For a current listing, see [http://www.fta.dot.gov/documents/TVM\\_posting4.7.09.pdf11.pdf](http://www.fta.dot.gov/documents/TVM_posting4.7.09.pdf11.pdf)
  - b. The Subrecipient, if procuring buses, acknowledges minimum useful life, as stated on the Service to be Performed of this agreement.
  - c. The Subrecipient, if undertaking a facility or station rehabilitation project, shall acknowledge that any new and altered facilities, including rail stations, bus stops, and airports, are subject to [ADA standards](#) for transportation facilities (found at <http://www.access-board.gov/ada-aba/ada-standards-dot.cfm>). New or remanufactured buses, vans, rail cars, and other modes of public transit must meet [ADA vehicle standards](#) (found at: <http://www.access-board.gov/transit/>). Note: US DOT regulations implementing the transportation provisions of the ADA are codified at 49 CFR Parts 27, 37 and 38 and can be found on the Office of Civil Rights ADA website ([www.fta.dot.gov/ada](http://www.fta.dot.gov/ada))
  - d. The Subrecipient acknowledges that this project is listed in FTA's electronic grant making program (TEAM Web) with specific Activity Line Items. Changes to the project Service to be Performed may require FTA concurrence based on the nature of ARRA funding. Any and all changes to the project must be approved in advance by Department.
  - e. The Subrecipient, if undertaking a construction project, acknowledges the requirement to have any and all associated environmental certifications approved before beginning work.
  - f. The Subrecipient is responsible for the maintenance of Capital Items under the contract.

- g. Administrative and operating staff is available and capable in delivering services related to this Capital grant, as specified in the Subrecipient Scope of Work to the Department as outlined in this Funding Agreement.

3. Policies

- a. The Subrecipient agrees to follow policies as established by the Idaho Transportation Department, Public Transportation. The most update policies are at <http://www.mobilityidaho.org/policies>.

4. Changes and Modifications:

- a. 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. If any change under this 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. The approved budget included in this Funding Agreement, or the most recent modification signed by the Subrecipient and the Department shall be the official budget.

5. The Subrecipient agrees to attempt to resolve disputes arising from this funding agreement by administrative process and negotiation in lieu of litigation. The Subrecipient shall continue to perform the Services to be Performed outlined during the dispute.

6. The Department has certain requirements by FTA for reporting, monitoring and inspections. The Subrecipient understands and agrees that failure to cooperate with the Department's requests could jeopardize funding and reimbursement.

7. The subrecipient agrees to provide the Department with a cost allocation plan.

**II. Services to be Performed**

- 1. The Subrecipient shall perform all approved services for strategies identified in the Subrecipient's FY 2010 Grant Application Work Plan and Budgets where those services are not duplicated or funded by other FTA projects.
- 2. The Subrecipient will provide rural demand response bus services from rural Kootenai County including Rathdrum, Spirit Lake and Hauser, ID.
- 3. The Subrecipient will provide demand response bus services, Monday through Fridays, in the communities of Sandpoint, Sagle, Dover, and Ponderay, ID.

4. The Subrecipient will provide rural demand response services, Monday through Friday, in Mullan, Wallace, Silverton, Osburn, Kellogg, Smelterville, Pinehurst, Kingston, and Cataldo, ID.
5. The Subrecipient will also provide rural intercity bus services between Sandpoint and Coeur d'Alene, Monday through Fridays, three times daily.

### **III. Reports**

The Subrecipient shall report as outlined in Attachment C.

### **IV. Certifications and Assurance**

The Subrecipient must agree to and sign the Standard Assurances listed in Attachment D.

### **V. Performance Management**

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.

## Cost and Billing Procedure

The Department agrees to reimburse the Subrecipient for eligible expenses reported on the Budget and Invoice in accordance with the following procedures:

1. The Subrecipient must submit an invoice requesting reimbursement to the Department at the least quarterly.
2. The Subrecipient must submit a list of representatives who are authorized to sign/submit the Budget and Invoice for reimbursement.
  - a. The request must bear the signature of the authorized representative if sent in paper a format.
  - b. Requests submitted in electric format must be sent by the authorized representative.
  - c. If the request is signed/submitted by anyone not on the authorized list the request will be it retuned.
3. The request must include supporting documentation itemized by budget category for all expenditures incurred since the last request.
4. Incomplete or inaccurate requests for reimbursement will not be accepted by the Department and will be returned to the Subrecipient. However, the Department has discretion to withhold partial payment for individual line items that are not acceptable and reimbursed the Subrecipient for approved amounts on the same request.
5. The Subrecipient must use the Budget provided in Attachment B. The Subrecipient will use the specified program Invoice located at <http://www.mobilityidaho.org/funding/invoicingandreporting> .
6. The Subrecipient is expected to have adequate internal processes to track their budget balances.
7. The Department will review the request for accuracy and completeness and if approved route for payment.
8. The Department shall reimburse the Subrecipient within 30 day of the request.
9. The Department may withhold reimbursements if the Subrecipient has outstanding reports due until the Subrecipient is compliant with reporting requirements.
10. The Department will electronically transfer approved reimbursement funds to the Subrecipient's account as budget balances allowed. In no event will the Subrecipient receive reimbursement for costs that exceed the amount approved in a budget category.
11. Budget revisions must be submitted to and approved by the Department in writing.
12. The request for reimbursement and required reports must be addressed to:

Email: [GATeam@itd.idaho.gov](mailto:GATeam@itd.idaho.gov)  
Idaho Transportation Department  
PO Box 7129  
Boise, Idaho 83707-1129



**Division of Public Transportation**

PO Box 7129, Boise, Idaho 83707  
(208) 334-8984 or (800) 527-7985

Attachment B

**5311, 5311f Budget**

<b>Sub-Recipient Name</b>	North Idaho Community Transit, Inc.
Address Code:	137 Spruce Ave
City, State, Zip Code	Coeur d'Alene, ID 83814
Phone:	208-664-9769
Email:	<a href="mailto:helenstephens@icehouse.net">helenstephens@icehouse.net</a>
Vendor #	820434960

Date	4/1/2010
Grant #	ID18X032NI
Project #	

<b>BASE</b>		P1071NI				VIP or InKind	
Date	Budget Category	Federal	Local Match			Total Amount	
April 1, 2010	Administration (Phase AN) (80/20)	32,184	8,046			40,230	
		0	0			0	
	<b>Admin Total</b>	<b>32,184</b>	<b>8,046</b>			<b>40,230</b>	
April 1, 2010	Operating (Phase OP) (57.5/42.5)	41,638	30,776			72,414	
		0	0			0	
	<b>Operating Total</b>	<b>41,638</b>	<b>30,776</b>			<b>72,414</b>	
April 1, 2010	Preventative Maintenance (Phase PM) (92/8)	0	0			0	
		0	0			0	
	<b>Preventative Mtce Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	
<b>TOTALS</b>		<b>73,822</b>	<b>38,822</b>		<b>0</b>	<b>112,644</b>	

**Total Base Budget** \$112,644.00

<b>INTERCITY</b>		P1072NI				VIP or InKind	
Date	Budget Category	Federal	Local Match			Total Amount	
April 1, 2010	Administration (Phase AN) (80/20)	3,168	792			3,960	
		0	0			0	
	<b>Admin Total</b>	<b>3,168</b>	<b>792</b>			<b>3,960</b>	
April 1, 2010	Operating (Phase OP) (57.5/42.5)	20,819	15,388			36,207	
		0	0			0	
	<b>Operating Total</b>	<b>20,819</b>	<b>15,388</b>			<b>36,207</b>	
April 1, 2010	Preventative Maintenance (Phase PM) (92/8)	0	0			0	
		0	0			0	
	<b>Preventative Mtce Total</b>	<b>0</b>	<b>0</b>			<b>0</b>	
<b>TOTALS</b>		<b>23,987</b>	<b>16,180</b>		<b>0</b>	<b>40,167</b>	

**Total Intercity Budget** \$40,167.00

**Total Awarded** \$152,811.00

**PT Office Use**

Program		Federal	Match	VIP or Inkind
Base	P1071NI	Unit - 5025	Unit - 5025	Unit - 5025
Intercity	P1072NI	Object	Object - 9999	Object - 9999
CFDA Number	20.509	Sub Object - 01	Sub-Object 96	Sub-Object 96
Grant's Officer:	Butch Ragsdale	Act - R380	Act - R370	VIP - R430 Inkind - R420
Date	April 1, 2010	Task - C	Task - K	VIP - B Inkind - L

## Attachment D

### FTA Federal Fiscal Year Certifications and Assurances

#### Section 5311 FY 2010 Non-urbanized Area Formula Program –

Certifications and Assurances that apply to sub-recipients receiving FTA Section 5311, and 5311(f) funding. The **Sub-recipient'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 2010 FTA Certifications and Assurances are available for download from the internet at [http://www.fta.dot.gov/funding/grants\\_financing\\_93.html](http://www.fta.dot.gov/funding/grants_financing_93.html) and have been included after the signature below.

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.	Protections for Private Providers of Public Transportation	X	
5.	Public Hearing	X	
6.	Acquisition of Rolling Stock for Use in Revenue Service (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		X

15.	Urbanized Area Formula Program		X
16.	Clean Fuels Formula Program		X
17.	Elderly and Persons with Disabilities	X	
18.	Non-urbanized 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 North Idaho Community Express will comply with the applicable portions of Attachment D.**

\_\_\_\_\_

(Print Name of Board Chair or Designated Official)

\_\_\_\_\_

(Signature of Board Chair or Designated Official)

\_\_\_\_\_

(Date)

**NOTE:** This version of the U.S. DOTs Federal Transit Administration's FY 2010 Certifications and Assurances has been modified in that the formatting has been changed to help readability and for use as an attachment to State of Idaho, Idaho Transportation Department State Agreements with Subrecipients. All other features and text are as originally published.

Rinda Mitchell, Grants Manager  
Idaho Transportation Department  
Division of Public Transportation  
February 8, 2010

**FR Doc E8-26030[Federal Register: October 19, 2009 (Volume 74, Number 200)]  
[Notices]**

**[Page 53544-53578]**

**From the Federal Register Online via GPO Access [[wais.access.gpo.gov](http://wais.access.gpo.gov)]  
[DOCID:fr31oc08-137]**

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**DEPARTMENT OF TRANSPORTATION**

**Federal Transit Administration**

Federal Fiscal Year 2010 Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements

**AGENCY:** Federal Transit Administration, DOT

**ACTION:** Notice

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**SUMMARY:**

Pursuant to 49 U.S.C. 5323(n), FTA is authorized to consolidate the certifications and assurances required by Federal law or regulations for its programs into a single document. FTA is also required by 49 U.S.C. 5323(n) to publish a list of those certifications and assurances annually.

Appendix A of this Notice contains the comprehensive compilation of FTA's Certifications and Assurances for Federal Fiscal Year (Federal FY) 2010 applicable to the various Federal assistance programs that FTA will administer during that Federal FY. FTA's Certifications and Assurances for Federal FY 2010 reflect Federal statutory, regulatory, and programmatic changes that have now become effective.

**DATES:**

Effective Date: These FTA Certifications and Assurances are effective on October 1, 2009, the first day of Federal FY 2010.

**FOR FURTHER INFORMATION CONTACT:**

FTA staff in the appropriate FTA Regional Office or FTA Metropolitan Office listed below. For copies of other related documents, see the FTA Web site at <http://www.fta.dot.gov> or contact FTA's Office of Administration at 202-366-4022.

**Region 1: Boston**

States served: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont. Telephone 617-494-2055.

**Region 2: New York**

States served: New York and New Jersey. Telephone 212-668-2170.

**Region 3: Philadelphia**

States served: Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia. Telephone 215-656-7100.

**Region 4: Atlanta**

States served: Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, Puerto Rico, South Carolina, Tennessee, and the U.S. Virgin Islands. Telephone 404-865-5600.

**Region 5: Chicago**

States served: Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin. Telephone 312-353-2789.

**Region 6: Dallas/Ft. Worth**

States served: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. Telephone 817-978-0550.

**Region 7: Kansas City**

States served: Iowa, Kansas, Missouri, and Nebraska. Telephone 816-329-3920.

**Region 8: Denver**

States served: Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming.  
Telephone 720-963-3300.

**Region 9: San Francisco**

States served: Arizona, California, Hawaii, Nevada, Guam, American Samoa, and the Northern Mariana Islands. Telephone 415-744-3133.

**Region 10: Seattle**

States served: Alaska, Idaho, Oregon, and Washington. Telephone 206-220-7954.

**Lower Manhattan Recovery Office**

Area served: Lower Manhattan. Telephone 212-668-1770.

**New York Metropolitan Office**

Area served: New York Metropolitan Area. Telephone 212-668-2201.

**Philadelphia Metropolitan Office**

Area served: Philadelphia Metropolitan Area. Telephone 215-656-7070.

**Washington DC Metropolitan Office**

Area served: Washington DC Metropolitan Area. Telephone 202-219-3562/219-3565.

**Chicago Metropolitan Office**

Area served: Chicago Metropolitan Area. Telephone 312-886-1616.

**Los Angeles Metropolitan Office**

Area served: Los Angeles Metropolitan Area. Telephone 213-202-3950.

**SUPPLEMENTARY INFORMATION:**

**1. Purposes**

The purposes of this Notice are to: Publish FTA's Federal FY 2010 Certifications and Assurances for Applicants for Federal assistance administered by FTA and the Projects for which they seek Federal assistance. Highlight new changes to the FTA Certifications and Assurances now in effect. Identify locations where these FTA Certifications and Assurances may be viewed, and Provide directions for submitting these FTA Certifications and Assurances.

**2. Background**

**a. FTA's Responsibilities**

Since Federal FY 1995, FTA has been consolidating the various certifications and assurances that may be required of its Applicants and their projects into a single document for publication in the Federal Register. FTA intends to continue publishing this document

annually, when feasible in conjunction with its publication of the FTA annual apportionment notice, which sets forth the allocations of funds made available by the latest U.S. Department of Transportation (U.S. DOT) annual appropriations act. Because U.S. DOT's full-year appropriations for Federal FY 2010 were not signed into law on October 1, 2010 (the first day of Federal FY 2010), and have not yet been signed into law, FTA is proceeding with publication of its Certifications and Assurances for FY 2010.

**b. Applicant's Responsibilities**

Irrespective of whether a project will be financed under the authority of 49 U.S.C. Chapter 53, Title 23, United States Code, or another Federal statute, the Applicant must submit Federal FY 2009 Certifications and Assurances to FTA applicable to all projects for which the Applicant seeks funding during Federal FY 2010.

FTA requests that an Applicant to submit all of the twenty-four (24) categories of the Certifications and Assurances that may be needed for all projects for which the Applicant intends to or might seek Federal assistance in the Federal FY 2010. Selecting and submitting these Certifications and Assurances to FTA signifies the Applicant's intent and ability to comply with all applicable provisions thereof.

In order to assure FTA that the Applicant is authorized under State and local law to certify compliance with the FTA Certifications and Assurances it has selected, FTA requires the Applicant to obtain a current (Federal FY 2010) affirmation signed by the Applicant's attorney affirming the Applicant's legal authority to certify its compliance with the FTA Certifications and Assurances that the Applicant has selected. The Applicant's attorney must sign this affirmation during Federal FY 2010. Irrespective of whether the Applicant makes a single selection of all twenty-four (24) categories of FTA Certifications and Assurances or selects individual categories from the FTA Certifications and Assurances, the Affirmation of Applicant's Attorney from a previous Federal FY is not acceptable, unless FTA expressly determines otherwise in writing.

**c. Effect of Subrecipient Participation**

Absent a written determination by FTA to the contrary, the Applicant itself is ultimately responsible for compliance with the FTA Certifications and Assurances it has selected even though the Project may be carried out in whole or in part by one or more subrecipients. Thus, if subrecipients will be participating in the Project, when the Applicant submits its FTA Certifications and Assurances, the Applicant is also signifying that it will be responsible for compliance, both of itself and of each of its subrecipients, with the provisions of the FTA Certifications and Assurances it has selected. Therefore, in providing Certifications and Assurances that necessarily involve the compliance of any prospective subrecipient, FTA strongly recommends that the Applicant take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient participating in the project, to assure the validity of the Applicant's Certifications and Assurances to FTA.

### **3. Significant Information about FTA's Certifications and Assurances for Federal FY 2010**

#### **a. Legal Implications**

##### **(1) Binding Commitments**

Because the Applicant is required by Federal law and regulations to comply with the applicable provisions of all FTA Certifications and Assurances it submits, it is important that the Applicant be familiar with the provisions of all twenty-four (24) categories of FTA Certifications and Assurances for Federal FY 2010.

The text of those Certifications and Assurances is contained in Appendix A of this Notice, and also appears at <http://www.fta.dot.gov/documents/2010-Certs-Appendix.A.pdf>, and in FTA's electronic award and management system, TEAM-Web, <http://ftateamweb.fta.dot.gov>, at the "Cert's & Assurances" tab of the "View/Modify Recipients" page in the "Recipients" option. Provisions of this Notice supersede conflicting statements in any FTA circular containing a previous version of FTA's annual Certifications and Assurances. The Certifications and Assurances contained in those FTA circulars are merely examples, and are not acceptable or valid for Federal FY 2010.

An Applicant's annual Certifications and Assurances to FTA generally remain in effect for either the duration of the Grant or Cooperative Agreement supporting the Project until the Project is closed out or for the duration of the Project or Project property when a useful life or industry standard is in effect, whichever occurs later. If, however, the Applicant provides Certifications and Assurances to FTA in a later year that differ from the Certifications and Assurances previously provided, the later Certifications and Assurances will apply to the Grant, Cooperative Agreement, Project, or Project property, except to the extent FTA permits otherwise in writing.

##### **(2) Penalties for Noncompliance**

If the Applicant 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 with the Federal government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal government reserves the right to impose on the Applicant the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, or the penalties of 49 U.S.C. 5323(l) invoking the criminal provisions of 18 U.S.C. 1001, or other applicable Federal law to the extent the Federal government deems appropriate.

### **(3) FTA's Certifications and Assurances Constitute Only a Partial List of Federal Requirements**

FTA cautions that the FTA Certifications and Assurances required by Federal law and regulations do not address all the Federal requirements that will apply to the Applicant and its Project. FTA's Certifications and Assurances are generally pre-award requirements, i.e., those requirements of Federal law and regulations the Applicant must fulfill before FTA is legally authorized to award of Federal financial assistance to an Applicant.

### **(4) Other Federal Requirements**

- a. Because FTA's Certifications and Assurances do not encompass all Federal requirements that will apply to the Applicant and its Project, FTA strongly encourages the Applicant to review the Federal authorizing legislation, regulations, and directives pertaining to the program or programs for which the Applicant seeks Federal assistance. The FTA Master Agreement for Federal FY 2010 at <http://www.fta.dot.gov/documents/15-Master.pdf> identifies a substantial number of those Federal laws, regulations, and directives that apply to Applicants and their various projects.
- b. Importance of FTA's Certifications and Assurances for Federal FY 2010. Following publication of these Certifications and Assurances, FTA may not award Federal financial assistance through a Federal Grant or Cooperative Agreement until the Applicant submits all of the FTA Certifications and Assurances for Federal FY 2010 pertaining to itself and its project as required by Federal laws and regulations. The Applicant's Certifications and Assurances for Federal FY 2010 will be applicable to all projects for which it seeks Federal assistance during Federal FY 2010 and through the next Federal FY until FTA issues its annual Certifications and Assurances for Federal FY 2011.
- c. *Federal FY 2010 Changes.* Apart from minor editorial revisions, significant matters concerning FTA's Certifications and Assurances include the following:
  - (1) In the Introductory paragraphs preceding the text of FTA's Certifications and Assurances, the FTA Web site for the FTA Master Agreement for Federal FY 2010 is identified as <http://www.fta.dot.gov/documents/16-Master.pdf>.
  - (2) Certification (01)F.5(g) has been revised to substitute a more specific citation to the confidentiality provisions of the Public Health Service Act of 1912, as amended, in lieu of the general citation to the Public Health Service Act of 1912.

- (3) The text of Certification (02), "Lobbying Certification," has been revised for consistency with terms used in the Transportation Infrastructure Finance and Innovation Act, 23 U.S.C. chapter 6, and to add a reference to OMB's Standard Form-LLL, "Disclosure of Lobbying Activities," Rev. 7-97, currently in use.
  - (4) The heading of Certification (23) has been changed from "Infrastructure Finance Projects" to "TIFIA Projects" for clarity. The acronym "TIFIA" has thus been substituted for the term "Infrastructure Finance" where used previously.
  - (5) Although the American Recovery and Reinvestment Act of 2009, Public Law 111-5, February 17, 2009 ("Recovery Act") requires the submission of certain certifications, as a condition of Recovery Act funding, Recovery Act certifications are submitted individually and separately as required by that Act, rather than as a part of FTA's Annual Certifications and Assurances. For that reason, we have not added a new category for annual Recovery Act certifications and assurances.
- d. *When to Submit.* All Applicants for FTA formula program or capital program assistance, and current FTA Grantees with an active project financed with FTA formula program or capital program assistance, are expected to provide their FTA Certifications and Assurances for Federal FY 2010 within 90 days from the date of this publication or as soon as feasible after their first application for Federal assistance authorized or made available for Federal FY 2010, whichever is earlier. In addition, FTA encourages Applicants seeking Federal assistance for other projects to submit their FTA Certifications and Assurances to FTA as soon as possible to expedite awards of FTA assistance.

#### **d. When to Submit**

All Applicants for FTA formula program or capital program assistance, and current FTA Grantees with an active project financed with FTA formula program or capital program assistance, are expected to provide their FTA Certifications and Assurances for Federal FY 2010 within 90 days from the date of this publication or as soon as feasible after their first application for Federal assistance authorized or made available for Federal FY 2010, whichever is earlier. In addition, FTA encourages Applicants seeking Federal assistance for other projects to submit their FTA Certifications and Assurances to FTA as soon as possible to expedite awards of FTA assistance.

#### **4. Ways to Submit FTA's Certifications and Assurances**

As further explained, FTA will accept an Applicant's Certifications and Assurances submitted either in TEAM-Web at <http://ftateamweb.fta.dot.gov>, or on paper containing the text set forth on the Signature Page(s) of Appendix A of this Notice.

**In order of preference, FTA permits:**

- a. Electronic Submission in TEAM-Web. An Applicant registered in TEAM-Web must submit its FTA Certifications and Assurances, as well as its applications for Federal assistance in TEAM-Web. FTA prefers that other Applicants for Federal assistance submit their FTA Certifications and Assurances through TEAM-Web.

The TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of the "View/Modify Recipients" page contains fields for selecting among the twenty-four (24) categories of FTA Certifications and Assurances to be submitted. There is also a field for entering a single selection covering all twenty-four (24) categories of FTA Certifications and Assurances.

Within the "Cert's & Assurances" tab is a field for the Applicant's authorized representative to enter his or her personal identification number (PIN), which constitutes the Applicant's electronic signature for the FTA Certifications and Assurances selected. In addition, there is a field for the Applicant's attorney to enter his or her PIN, affirming the Applicant's legal authority to make and comply with the FTA Certifications and Assurances the Applicant has selected. The Applicant's authorized representative may enter his or her PIN in lieu of the attorney's PIN, provided that the Applicant has a current Affirmation of Applicant's Attorney as set forth in Appendix A of this Notice, written and signed by the attorney in Federal FY 2010.

For more information, the Applicant may contact the appropriate FTA Regional Office or Metropolitan Office listed in this Notice or the TEAM-Web Helpdesk.

- b. Paper Submission. Only if the Applicant is unable to submit its FTA Certifications and Assurances in TEAM-Web may the Applicant submit its FTA Certifications and Assurances on paper.

If an Applicant is unable to submit its FTA Certifications and Assurances electronically, it must mark the categories of FTA Certifications and Assurances it is making on the Signature Page(s) in Appendix A of this Notice and submit them to FTA. The Applicant may signify compliance with all categories by placing a single mark in the appropriate space or select the categories applicable to itself and its projects.

The Applicant must enter its signature on the Signature Page(s) and must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity to make and comply with the Certifications and Assurances the Applicant has selected. The Applicant may enter its signature in lieu of its attorney's signature in the Affirmation of Applicant's Attorney section of the Signature Page(s), provided that the Applicant has on file the Affirmation of Applicant's Attorney as set forth in Appendix A of this Notice, written and signed by the attorney and dated in Federal FY 2010.

For more information, the Applicant may contact the appropriate FTA Regional Office or Metropolitan Office listed in this Notice.

## **Authority**

49 U.S.C. Chapter 53; the Safe, Accountable, Flexible, and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act, 2008, Pub. L. 110-244, June 6, 2008; Title 23, United States Code (Highways); other Federal laws administered by FTA; U.S. DOT and FTA regulations at Title 49, Code of Federal Regulations; and FTA Circulars.

Issued in Washington, DC, this 8th day of October 2009

Peter M. Rogoff,  
Administrator

## **Federal Fiscal Year 2010 Certifications and Assurances for Federal Transit Administration Assistance Programs**

### **Preface**

In accordance with 49 U.S.C. 5323(n), the following certifications and assurances have been compiled for Federal Transit Administration (FTA) assistance programs. FTA requests each Applicant to provide as many certifications and assurances as needed for all programs for which the Applicant intends to seek FTA assistance during Federal Fiscal Year 2010. Category 01 applies to all Applicants. Category 02 applies to all applications for Federal assistance in excess of \$100,000. Categories 03 through 24 will apply to and be required for some, but not all, Applicants and projects. An Applicant may select a single certification that will cover all the programs for which it anticipates submitting an application. FTA requests the Applicant to read each certification and assurance carefully and select all certifications and assurances that may apply to the programs for which it expects to seek Federal assistance.

FTA and the Applicant understand and agree that not every provision of these certifications and assurances will apply to every Applicant or every project for which FTA provides Federal financial assistance through a Grant Agreement or Cooperative Agreement. The type of project and the section of the statute authorizing Federal financial assistance for the project will determine which provisions apply. The terms of these certifications and assurances reflect applicable requirements of FTA's enabling legislation currently in effect.

The Applicant also understands and agrees that these certifications and assurances are special pre-award requirements specifically prescribed by Federal law or regulation and do not encompass all Federal laws, regulations, and directives that may apply to the Applicant or its

project. A comprehensive list of those Federal laws, regulations, and directives is contained in the current FTA Master Agreement MA(15) for Federal Fiscal Year 2010 at the FTA Web site <http://www.fta.dot.gov/documents/16-Master.pdf> The certifications and assurances in this document have been streamlined to remove most provisions not covered by statutory or regulatory certification or assurance requirements.

Because many requirements of these certifications and assurances will require the compliance of the subrecipient of an Applicant, we strongly recommend that each Applicant, including a State, that will be implementing projects through one or more subrecipients, secure sufficient documentation from each subrecipient to assure compliance, not only with these certifications and assurances, but also with the terms of the Grant Agreement or Cooperative Agreement for the project, and the applicable Master Agreement for its project, if applicable, incorporated therein by reference. Each Applicant is ultimately responsible for compliance with the provisions of the certifications and assurances applicable to itself or its project irrespective of participation in the project by any subrecipient. The Applicant understands and agrees that when it applies for FTA assistance on behalf of a consortium, joint venture, partnership, or team, each member of that consortium, joint venture, partnership, or team is responsible for compliance with the certifications and assurances the Applicant selects.

FTA strongly encourages each Applicant to submit its certifications and assurances through TEAM-Web, FTA's electronic award and management system, at <http://ftateamweb.fta.dot.gov> Twenty-four (24) Categories of certifications and assurances are listed by numbers 01 through 24 in the TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of "View/Modify Recipients." Should the Applicant choose not to submit its certifications and assurances through TEAM-Web, the Applicant may submit its certifications and assurances on paper by submitting the Signature Page(s) at the end of this document, indicating the certifications and assurances it is making on one side of the document or on one page, and signing its affirmation and that of its attorney on the other side or other page.

## **01. Assurances Required for Each Applicant**

Each Applicant for FTA assistance must provide all assurances in this Category "01." Except to the extent that FTA expressly determines otherwise in writing, FTA may not award any Federal assistance until the Applicant provides the following assurances by selecting Category "01."

### **A. Assurance of Authority of the Applicant and Its Representative**

The authorized representative of the Applicant and the attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under applicable State, local, or Indian tribal law and regulations, and the Applicant's by-laws or internal rules to:

- (1) Execute and file the application for Federal assistance on behalf of the Applicant;

- (2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
- (3) Execute grant agreements and cooperative agreements with FTA on behalf of the Applicant.

## **B. Standard Assurances**

The Applicant assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement with FTA issued for its project. The Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise.

## **C. Intergovernmental Review Assurance**

Except if the Applicant is an Indian tribal government seeking assistance authorized by 49 U.S.C. 5311(c)(1), the Applicant assures that each application for Federal assistance it submits to FTA has been submitted or will be submitted for intergovernmental review to the appropriate State and local agencies as determined by the State. Specifically, the Applicant assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17. This assurance does not apply to Applicants for Federal assistance under FTA's Tribal Transit Program, 49 U.S.C. 5311(c)(1).

## **D. Nondiscrimination Assurance**

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. 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 at 21.7, the Applicant assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or

otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Applicant retains ownership or possession of the project property, whichever is longer, the Applicant assures that:

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these provisions.
- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.
- (5) The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI of the Civil Rights Act, U.S. DOT implementing regulations, and this assurance.
- (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

## **E. Assurance of Nondiscrimination on the Basis of Disability**

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794 et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

## **F. U.S. Office of Management and Budget (OMB) Assurances**

Consistent with OMB assurances set forth in SF-424B and SF-424D, the Applicant assures that, with respect to itself or its project, the Applicant:

- (1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to assure proper planning, management, and completion of the project described in its application;
- (2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
- (4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval;

- (5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
- (a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
  - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex;
  - (c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
  - (d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
  - (e) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 et seq., relating to nondiscrimination on the basis of drug abuse;
  - (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 et seq. relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - (g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd through 290dd-d., relating to confidentiality of alcohol and drug abuse patients.
  - (h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing; and
  - (i) Any other nondiscrimination statute(s) that may apply to the project;
6. To the extent applicable, will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 et seq., which, among other things, provide for fair and equitable treatment of persons displaced or persons whose property is acquired as a result of federally assisted programs. These requirements apply to all interests in real property acquired for project purposes and displacement caused by the project regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and by U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR 24.4, the Applicant assures that it has the requisite authority under

applicable State and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 et seq., and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, and will comply with that Act or has complied with that Act and those implementing regulations, including but not limited to the following:

- (a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;
- (b) The Applicant will provide fair and reasonable relocation payments and assistance as required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a
  - (a) result of any project financed with FTA assistance;
  - (b) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24;
- (c) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);
- (d) The Applicant will carry out the relocation process in such manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;
- (e) In acquiring real property, the Applicant will be guided to the greatest extent practicable under State law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;
- (f) The Applicant will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Applicant's eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631;
- (g) The Applicant will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and
- (h) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments

thereto, relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;

- (6) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 et seq., the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 et seq., regarding labor standards for federally assisted projects;
- (7) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), requiring the Applicant and its subrecipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (8) To the extent applicable, will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures;
- (9) To the extent applicable, will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from FTA;
- (10) To the extent required by FTA, will record the Federal interest in the title of real property, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;
- (11) To the extent applicable, will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;
- (12) To the extent applicable, will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to assure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by FTA or the State;
- (13) To the extent applicable, will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders:

- (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 through 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note;
- (b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;
- (c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;
- (d) Evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note;
- (e) Assurance of project consistency with the approved State management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 through 1465;
- (f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 through 7671q;
- (g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f through 300j-6;
- (h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 through 1544; and
- (i) Environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c);
- (j) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 through 1287; and
- (k) Provision of assistance to FTA in complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f; with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 through 469c ; and with Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note;

- (14) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508 and 7324 through 7326, which limit the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement except, in accordance with 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;
- (15) To the extent applicable, will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 et seq., and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance;
- (16) To the extent applicable, will comply with the Animal Welfare Act, as amended, 7 U.S.C. 2131 et seq., and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal assistance;
- (17) Will have performed the financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq., OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and the most recent applicable OMB A-133 Compliance Supplement provisions for the U.S. DOT; and
- (18) To the extent applicable, will comply with all applicable provisions of all other Federal laws or regulations, and follow Federal directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.

## **02. Lobbying Certification**

An Applicant that submits or intends to submit an application to FTA for Federal assistance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal assistance exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."

- A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding \$100,000:

- (1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of

any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and

(2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," Rev. 7-97; and

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

B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a 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.

### **03. Procurement Compliance**

In accordance with 49 CFR 18.36(g)(3)(ii), each Applicant that is a State, local, or Indian tribal government that is seeking Federal assistance to acquire property or services in support of its project is requested to provide the following certification by selecting Category "03." FTA also requests other Applicants to provide the following certification. An Applicant for FTA assistance to acquire property or services in support of its project that fails to provide this certification may be determined ineligible for award of Federal assistance for the project, if FTA determines that its procurement practices and procurement system fail to comply with Federal laws or regulations in accordance with applicable Federal directives.

The Applicant certifies that its procurements and procurement system will comply with all applicable Federal laws and regulations in accordance with applicable Federal directives, except to the extent FTA has expressly approved otherwise in writing.

### **04. Protections for Private Transportation Providers**

Each Applicant that is a State, local, or Indian tribal government that is seeking Federal assistance authorized under 49 U.S.C. Chapter 53 to acquire any property or an interest in

the property of a private provider of public transportation or to operate public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing private provider of public transportation is required to provide the following certification. FTA may not award Federal assistance for such a project until the Applicant provides this certification by selecting Category ``04."

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires the property or an interest in the property of a private provider of public transportation or operates public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing public transportation company, it has or will have:

- A. Determined that the assistance is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306;
- B. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible; and
- C. Paid just compensation under State or local law to the company for any franchise or property acquired.

## **05. Public Hearing**

An Applicant seeking Federal assistance authorized under 49 U.S.C. Chapter 53 for a capital project that will substantially affect a community or a community's public transportation service is required to provide the following certification. FTA may not award Federal assistance for a capital project of that type until the Applicant provides this certification by selecting Category ``05."

As required by 49 U.S.C. 5323(b), for a proposed capital project that will substantially affect a community or the public transportation service of a community, the Applicant certifies that it has, or before submitting its application, it will have:

- A. Provided an adequate opportunity for public review and comment on the proposed project;
- B. After providing notice, including a concise description of the proposed project, published in a newspaper of general circulation in the geographic area to be served, held a public hearing on the project if the project affects significant economic, social, or environmental interests;
- C. Considered the economic, social, and environmental effects of the proposed project; and

D. Determined that the proposed project is consistent with official plans for developing the community.

## **06. Acquisition of Rolling Stock for Use in Revenue Service**

An Applicant seeking Federal assistance authorized under 49 U.S.C. Chapter 53 to acquire any rolling stock for use in revenue service is required to provide the following certification. FTA may not award any Federal assistance to acquire such rolling stock until the Applicant provides this certification by selecting Category ``06."

As required by 49 U.S.C. 5323(m) and implementing FTA regulations, ``Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663 as modified by amendments authorized by section 3023(k) of SAFETEA-LU when procuring revenue service rolling stock. Among other things, the Applicant agrees to conduct or cause to be conducted the requisite pre-award and post-delivery reviews, and maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

## **07. Acquisition of Capital Assets by Lease**

An Applicant that intends to request the use of Federal assistance authorized under 49 U.S.C. Chapter 53 to acquire capital assets by lease is required to provide the following certifications. FTA may not provide Federal assistance to support those costs until the Applicant provides this certification by selecting Category ``07."

As required by FTA regulations, ``Capital Leases," 49 CFR part 639, at 49 CFR 639.15(b)(1) and 49 CFR 639.21, if the Applicant acquires any capital asset by lease financed with Federal assistance authorized under 49 U.S.C. chapter 53, the Applicant certifies as follows:

- (1) It will not use Federal assistance authorized 49 U.S.C. chapter 53 to finance the cost of leasing any capital asset until it performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset; and it will complete these calculations before entering into the lease or before receiving a capital grant for the asset, whichever is later; and
- (2) It will not enter into a capital lease for which FTA can provide only incremental Federal assistance unless it has adequate financial resources to meet its future obligations under the lease if Federal assistance is not available for capital projects in the subsequent years.

## **08. Bus Testing**

An Applicant for Federal assistance appropriated or made available for 49 U.S.C. Chapter 53 to acquire any new bus model or any bus model with a new major change in

configuration or components is required to provide the following certification. FTA may not provide Federal assistance for the acquisition of any new bus model or bus model with a major change until the Applicant provides this certification by selecting Category ``08."

As required by 49 U.S.C. 5318 and FTA regulations, ``Bus Testing," at 49 CFR 665.7, the Applicant certifies that, before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components, or before authorizing final acceptance of that bus (as described in 49 CFR part 665):

- A. The bus model will have been tested at FTA's bus testing facility; and
- B. The Applicant will have received a copy of the test report prepared on the bus model.

## **09. Charter Service Agreement**

An Applicant seeking Federal assistance authorized under 49 U.S.C. Chapter 53 (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, to acquire or operate any public transportation equipment or facilities is required to enter into the following Charter Service Agreement. FTA may not provide Federal assistance authorized under 49 U.S.C. Chapter 53 (except as permitted by 49 CFR 604.2), or under 23 U.S.C.133 or 142, for such projects until the Applicant enters into this Charter Service Agreement by selecting Category ``09."

- A. As required by 49 U.S.C. 5323(d) and (g) and FTA regulations at 49 CFR 604.4, the Applicant understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, ``Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.
- B. The Applicant understands and agrees that:
  - (1) The requirements of FTA regulations, ``Charter Service," 49 CFR part 604, will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the project provide,
  - (2) The definitions of FTA regulations, ``Charter Service," 49 CFR part 604, will apply to this Charter Service Agreement, and
  - (3) A pattern of violations of this Charter Service Agreement may require corrective measures and imposition of remedies, including barring the Applicant,

subrecipient, lessee, third party contractor, or other participant in the project that has engaged in that pattern of violations from receiving FTA financial assistance, or withholding an amount of Federal assistance as set forth in FTA regulations, "Charter Service," 49 CFR part 604, Appendix D.

## **10. School Transportation Agreement**

An Applicant that is seeking Federal assistance authorized under 49 U.S.C. Chapter 53 or under 23 U.S.C. 133 or 142 to acquire or operate public transportation facilities and equipment is required to enter into the following School Transportation Agreement. FTA may not provide Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C. 133 or 142 for such projects until the Applicant enters into this School Transportation Agreement by selecting Category "10."

- A. As required by 49 U.S.C. 5323(f) and (g) and FTA regulations at 49 CFR 605.14, the Applicant understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may engage in school transportation operations in competition with private school transportation operators that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), the terms and conditions of which are incorporated herein by reference.
- B. The Applicant understands and agrees that:
  - (1) The requirements of FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third party contractors, or other participants in the project provide,
  - (2) The definitions of FTA regulations, "School Bus Operations," 49 CFR part 605 will apply to this School Transportation Agreement, and
  - (3) If there is a violation of this School Transportation Agreement, FTA will bar the Applicant, subrecipient, lessee, third party contractor, or other participant in the project that has violated this School Transportation Agreement from receiving Federal transit assistance in an amount FTA considers appropriate.

## **11. Demand Responsive Service**

An Applicant that operates demand responsive service and applies for direct Federal assistance authorized for 49 U.S.C. Chapter 53 to acquire non-rail public transportation vehicles is required to provide the following certification. FTA may not award direct

Federal assistance authorized for 49 U.S.C. chapter 53 to an Applicant that operates demand responsive service to acquire non-rail public transportation vehicles until the Applicant provides this certification by selecting Category ``11."

As required by U.S. DOT regulations, ``Transportation Services for Individuals with Disabilities (ADA)," at 49 CFR 37.77(d), the Applicant certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Viewed in its entirety, the Applicant's service for individuals with disabilities is provided in the most integrated setting feasible and is equivalent with respect to:

- (1) Response time,
- (2) Fares,
- (3) Geographic service area,
- (4) Hours and days of service,
- (5) Restrictions on trip purpose,
- (6) Availability of information and reservation capability, and
- (7) Constraints on capacity or service availability.

## **12. Alcohol Misuse and Prohibited Drug Use**

If the Applicant is required by FTA regulations, ``Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, to provide the following certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations, FTA may not provide Federal assistance to that Applicant until it provides this certification by selecting Category ``12."

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

## **13. Interest and Other Financing Costs**

An Applicant that intends to request the use of Federal assistance for reimbursement of interest or other financing costs incurred for its capital projects financed with Federal assistance under the Urbanized Area Formula Program, the Capital Investment Program, or the Paul S. Sarbanes Transit in Parks Program is required to provide the following certification. FTA may not provide Federal assistance to support interest or other financing costs until the Applicant provides this certification by selecting Category ``13."

As required by 49 U.S.C. 5307(g)(3), 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), 5309(i)(2)(C), and 5320(h)(2)(C), the Applicant certifies that it will not seek reimbursement for interest or other financing costs unless it is eligible to receive Federal assistance for those costs and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

#### **14. Intelligent Transportation Systems**

An Applicant for FTA assistance for an Intelligent Transportation Systems (ITS) project, defined as any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture," is requested to provide the following assurance. FTA strongly encourages any Applicant for FTA financial assistance to support an ITS project to provide this assurance by selecting Category "14." An Applicant for FTA assistance for an ITS project that fails to provide this assurance, without providing other documentation assuring the Applicant's commitment to comply with applicable Federal ITS standards and protocols, may be determined ineligible for award of Federal assistance for the ITS project.

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

- A. As provided in SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, apart from certain exceptions, "intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, [shall] conform to the national architecture, applicable standards or provisional standards, and protocols developed under [SAFETEA-LU, section 5307] subsection (a)." To facilitate compliance with SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, the Applicant assures it will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 FR 1455 et seq., January 8, 2001, and other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code, except to the extent that FTA expressly determines otherwise in writing.
- B. With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the Applicant assures that it will use its best efforts to assure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

## 15. Urbanized Area Formula Program

Each Applicant for Urbanized Area Formula Program assistance authorized under 49 U.S.C. 5307 is required to provide the following certifications on behalf of itself and any subrecipients participating in its projects. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. If, however a "Designated Recipient" as defined at 49 U.S.C. 5307(a)(2)(A) enters into a Supplemental Agreement with FTA and a Prospective Grantee, that Grantee is recognized as the Applicant for Urbanized Area Formula Program assistance and must provide the following certifications and assurances.

Each Applicant is required by 49 U.S.C. 5307(d)(1)(J) to expend at least one (1) percent of its Urbanized Area Formula Program assistance for public transportation security projects, unless the Applicant has certified that such expenditures are not necessary. Information about the Applicant's intentions will be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when the Applicant enters its Urbanized Area Formula Program application in TEAM-Web.

FTA may not award Urbanized Area Formula Program assistance to any Applicant that is required by 49 U.S.C. 5307(d)(1)(K) to expend one (1) percent of its Urbanized Area Formula Program assistance for eligible transit enhancements unless that Applicant's quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list or the Applicant attaches in TEAM-Web or includes in its quarterly report information sufficient to demonstrate that the Designated Recipients in its area together have expended one (1) percent of the amount of Urbanized Area Program assistance made available to them for transit enhancement projects.

FTA may not award Federal assistance for the Urbanized Area Formula Program to the Applicant until the Applicant provides these certifications and assurances by selecting Category "15." As required by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

- A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
- B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities;

- C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the Project equipment and facilities;
- D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized for 49 U.S.C. 5307, not more than fifty (50) percent of the peak hour fare;
- E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5307: (1) Will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant: (1) has made available, or will make available, to the public information on the amounts available for the Urbanized Area Formula Program, 49 U.S.C. 5307, and the program of projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, a proposed program of projects for activities to be financed; (3) has published or will publish a proposed program of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed program of projects; (5) has assured or will assure that the proposed program of projects provides for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final program of projects; and (7) has made or will make the final program of projects available to the public;
- G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5307(e) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;

- H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;
- J. In compliance with 49 U.S.C. 5307(d)(1)(J), each Federal fiscal year, the Applicant will spend at least one (1) percent of its funds authorized by 49 U.S.C. 5307 for public transportation security projects, unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and
- K. In compliance with 49 U.S.C. 5307(d)(1)(K), if the Applicant is a Designated Recipient serving an urbanized area with a population of at least 200,000, (1) the Applicant certifies either that it has expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the Urbanized Area Formula Assistance it receives this Federal fiscal year, or that at least one Designated Recipient in its urbanized area has certified or will certify that the Designated Recipients within that urbanized area together have expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the total amounts the Designated Recipients receive each Federal fiscal year under 49 U.S.C. 5307, and (2) either the Applicant has listed or will list the transit enhancement projects it has carried out with those funds, or at least one Designated Recipient in the Applicant's urbanized area has listed or will list the transit enhancement projects carried out with funds authorized under 49 U.S.C. 5307. If the Designated Recipient's quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of transit enhancement projects the Designated Recipients in its urbanized area have implemented during that preceding Federal fiscal year using those funds, the information in that quarterly report will fulfill the requirements of 49 U.S.C. 5307(d)(1)(K)(ii), and thus that quarterly report will be incorporated by reference and made part of the Designated Recipient's and Applicant's certifications and assurances.

## 16. Clean Fuels Grant Program

Each Applicant for Clean Fuels Grant Program assistance authorized under 49 U.S.C. 5308 is required to provide the following certifications on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the Clean Fuels Grant Program until the Applicant provides these certifications by selecting Category ``16."

As required by 49 U.S.C. 5308(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Clean Fuels Grant Program assistance, and 49 U.S.C. 5307(d)(1), the designated recipient or the recipient serving as the Applicant on behalf of the designated recipient, or the State or State organization serving as the Applicant on behalf of the State, certifies as follows:

- A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
- B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
- C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
- D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5308, not more than fifty (50) percent of the peak hour fare;
- E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5308: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy

America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

- F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant: (1) Has made available, or will make available, to the public information on the amounts available for the Clean Fuels Grant Program, 49 U.S.C. 5308, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of the proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
- G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5308(d)(2) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation; and
- J. The Applicant certifies will operate vehicles purchased with Federal assistance provided under the Clean Fuels Grant Program, 49 U.S.C. 5308 only with clean fuels.

## **17. Elderly Individuals and Individuals With Disabilities Formula Grant Program and Pilot Program**

Before FTA may award Elderly Individuals and Individuals with Disabilities Formula Grant Program assistance and, if applicable, Elderly Individuals and Individuals with Disabilities Pilot Program assistance to a State, the U.S. Secretary of Transportation or his or her designee is required to make the pre-award determinations required by 49 U.S.C. 5310. Because certain information is needed before FTA can make those determinations, each State is requested to provide the following certifications assurances on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. A State that fails to provide these certifications and assurances on behalf of itself and its subrecipients may be determined ineligible for a grant of Federal assistance under 49 U.S.C. 5310 if FTA lacks sufficient information from which to make those determinations required by Federal laws and regulations governing the Elderly Individuals and Individuals with Disabilities Formula Grant Program and, if applicable, the Elderly individuals and Individuals with Disabilities Pilot Program authorized by 49 U.S.C. 5310 and Section 3012 of SAFETEA-LU, respectively. The State is thus requested to select Category ``(17)."

- A. As required by 49 U.S.C. 5310(d), which makes the requirements of 49 U.S.C. 5307 applicable to the Elderly Individuals and Individuals with Disabilities Formula Grant Program to the extent that the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the State or State organization serving as the Applicant (State) and that administers, on behalf of the State, the Elderly Individuals and Individuals with Disabilities Program authorized by 49 U.S.C. 5310, and, if applicable, the Elderly
  - 1. Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. 5310 note, certifies and assures on behalf of itself and its subrecipients as follows:
    - (a) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
    - (b) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
    - (c) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;

- (d) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU: (1) Will use competitive procurement (as defined or approved by FTA), (2) will not
  - (e) use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
  - (f) The State has or will have available and will provide the amount of funds required by 49 U.S.C. 5310(c), and if applicable by section 3012(b)(3) and (4), for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
  - (g) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- B. The State assures that each subrecipient either is recognized under State law as a private nonprofit organization with the legal capability to contract with the State to carry out the proposed project, or is a public body that has met the statutory requirements to receive Federal assistance authorized for 49 U.S.C. 5310.
  - C. The private nonprofit subrecipient's application for 49 U.S.C. 5310 assistance contains information from which the State concludes that the transit service provided or offered to be provided by existing public or private transit operators is unavailable, insufficient, or inappropriate to meet the special needs of the elderly and persons with disabilities.
  - D. In compliance with 49 U.S.C. 5310(d)(2)(A) and section 3012(b)(2), the State certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services under 49 U.S.C. 5310;
  - E. In compliance with 49 U.S.C. 5310(d)(2)(C), the State certifies that allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU will be distributed on a fair and equitable basis; and
  - E. In compliance with 49 U.S.C. 5310(d)(2)(B) and Subsection 3012(b)(2) of SAFETEA-LU, the State certifies that: (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human

services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

## **18. Nonurbanized Area Formula Program for States**

The provisions of 49 U.S.C. 5311 establishing the Nonurbanized Area Formula Program for States do not impose, as a pre-condition of award, any explicit certification or assurance requirements established specifically for that program. Only a State or a State organization acting as the Recipient on behalf of a State (State) may be a direct recipient of this Nonurbanized Area Formula Program assistance. Separate certifications and assurances have been established in Category 22 for an Indian tribe that is an Applicant for Tribal Transit Program assistance authorized by 49 U.S.C. 5311(c)(1).

Before FTA may award Nonurbanized Area Formula Program assistance to a State, the U.S. Secretary of Transportation or his or her designee is required to make the pre-award determinations required by 49 U.S.C. 5311. Because certain information is needed before FTA can make those determinations, each State is requested to provide the following certifications and assurances on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. A State that fails to provide these certifications and assurances on behalf of itself and its subrecipients may be determined ineligible for a grant of Federal assistance under 49 U.S.C. 5311 if FTA lacks sufficient information from which to make those determinations required by Federal laws and regulations governing the Nonurbanized Area Formula Program authorized by 49 U.S.C. 5311. The State is thus requested to select Category ``18)."

The State or State organization serving as the Applicant and that administers, on behalf of the State (State) the Nonurbanized Area Formula Program for States authorized by 49 U.S.C. 5311, assures on behalf of itself and its subrecipients as follows:

- A. The State has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
- B. The State has or will have satisfactory continuing control over the use of project equipment and facilities;

- C. The State assures that the project equipment and facilities will be adequately maintained;
- D. In compliance with 49 U.S.C. 5311(b)(2)(C)(i), the State's program has provided for a fair distribution of Federal assistance authorized for 49 U.S.C. 5311 within the State, including Indian reservations within the State;
- F. In compliance with 49 U.S.C. 5311(b)(2)(C)(ii), the State's program provides or will provide the maximum feasible coordination of public transportation service to receive assistance under 49 U.S.C. 5311 with transportation service assisted by other Federal sources;
- G. The projects in the State's Nonurbanized Area Formula Program are included in the Statewide Transportation Improvement Program and, to the extent applicable, the projects are included in a metropolitan Transportation Improvement Program;
- H. The State has or will have available and will provide the amount of funds required by 49 U.S.C. 5311(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
- I. In compliance with 49 U.S.C. 5311(f), the State will expend not less than fifteen (15) percent of its Federal assistance authorized under 49 U.S.C. 5311 to develop and support intercity bus transportation within the State, unless the chief executive officer of the State, or his or her designee, after consultation with affected intercity bus service providers, certifies to the Federal Transit Administrator, apart from these certifications and assurances herein, that the intercity bus service needs of the State are being adequately met.

## **19. Job Access and Reverse Commute Formula Grant Program**

Each Applicant for Job Access and Reverse Commute (JARC) Formula Grant Program assistance authorized under 49 U.S.C. 5316 is required to provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the JARC Formula Grant Program until the Applicant provides these certifications by selecting Category ``19."

- A. As required by 49 U.S.C. 5316(f)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Job Access and Reverse Commute (JARC) formula grants, and 49 U.S.C. 5307(d)(1), the Applicant for JARC Formula Program assistance authorized under 49 U.S.C. 5316, certifies on behalf of itself and its subrecipients, if any, as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
  - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
  - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
  - (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5316 not more than fifty (50) percent of the peak hour fare;
  - (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5316: (1) Will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
  - (6) In compliance with 49 U.S.C. 5316(f)(1) and 49 U.S.C. 5307(d)(1)(F), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316, it will conduct in cooperation with the appropriate MPO an area-wide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5316, it will conduct a statewide solicitation for applications, and make awards on a competitive basis; and that these activities will be carried out in a manner that complies with or will comply with 49 U.S.C. 5307(c);
  - (7) The Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5316(h) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;

- (8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize
  - (9) transportation-related fuel consumption and reliance on foreign oil); and (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements).
- B. In compliance with 49 U.S.C. 5316(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(A), it will conduct in cooperation with the appropriate MPO an area-wide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(B) or 49 U.S.C. 5316(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;
- C. In compliance with 49 U.S.C. 5316(f)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5316 will be distributed on a fair and equitable basis;
- E. In compliance with 49 U.S.C. 5316(g)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services;
- F. In compliance with 49 U.S.C. 5316(g)(3), The Applicant certifies that: (1) The projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public; and
- G. In compliance with 49 U.S.C. 5316(c)(3), before the Applicant uses funding apportioned under 49 U.S.C. 5316(c)(1)(B) or (C) for projects serving an area other than that specified in 49 U.S.C. 5316(2)(B) or (C), the Applicant certifies that the chief executive officer of the State, or his or her designee will have certified to the Federal Transit Administrator, apart from these certifications herein, that all of the objectives of 49 U.S.C. 5316 are being met in the area from which such funding would be derived.

## **20. New Freedom Program**

Each Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 must provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though

a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the New Freedom Program until the Applicant provides these certifications by selecting Category ``20."

- A. As required by 49 U.S.C. 5317(e)(1), which makes the requirements of 49 U.S.C. 5310 applicable to New Freedom grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, by 49 U.S.C. 5310(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Elderly Individuals and Individuals with Disabilities Formula grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, and by 49 U.S.C. 5307(d)(1), the Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 certifies and assures on behalf of itself and its subrecipients, if any, as follows:
- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
  - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
  - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
  - (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5317: (1) Will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
  - (5) The Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5317(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
  - (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil);

(2) 49 U.S.C. 5301(d) special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

- B. In compliance with 49 U.S.C. 5317(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(A), it will conduct in cooperation with the appropriate MPO an area-wide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(B) or 49 U.S.C. 5317(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;
- C. In compliance with 49 U.S.C. 5317(f)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services;
- D. In compliance with 49 U.S.C. 5317(e)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5317 will be distributed on a fair and equitable basis; and
- E. In compliance with 49 U.S.C. 5317(f)(3), the Applicant certifies that: (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

## **21. Paul S. Sarbanes Transit in Parks Program**

Each State, tribal area, or local government authority that is an Applicant for Paul S. Sarbanes Transit in Parks Program assistance (Applicant) authorized by 49 U.S.C. 5320, is required to provide the following certifications. FTA may not award assistance for the Paul S. Sarbanes Transit in Parks Program to the Applicant until the Applicant provides these certifications by selecting Category ``21."`

- A. As required by 49 U.S.C. 5320(i), which makes the requirements of 49 U.S.C. 5307 applicable to the Paul S. Sarbanes Transit in Parks Program to the extent the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed project, including the safety and security aspects of that project;

- (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
- (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
- (4) In compliance with 49 U.S.C. 5307(d)(1)(E) in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5320, the Applicant: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
- (5) In compliance with 49 U.S.C. 5307(d)(1)(F) and with 49 U.S.C. 5320(e)(2)(C), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) Has made available, or will make available, to the public information on the amounts available for the Paul S. Sarbanes Transit in Parks Program, 49 U.S.C. 5320, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, projects to be financed; (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant;
- (6) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects;
- (7) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
- (8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements).

- (9) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation.
- B. In compliance with 49 U.S.C. 5320(e)(2)(A), (B), and (D), the Applicant assures that it will:
- (1) Comply with the metropolitan planning provisions of 49 U.S.C. 5303;
  - (2) Comply with the statewide planning provisions of 49 U.S.C. 5304; and
  - (3) Consult with the appropriate Federal land management agency during the planning process.

## **22. Tribal Transit Program**

Each Applicant for Tribal Transit Program assistance must provide all certifications and assurances set forth below. Except to the extent that FTA determines otherwise in writing, FTA may not award any Federal assistance under the Tribal Transit Program until the Applicant provides these certifications and assurances by selecting Category ``22."`

In accordance with 49 U.S.C. 5311(c)(1) that authorizes the Secretary of Transportation to establish terms and conditions for direct grants to Indian tribal governments, the Applicant certifies and assures as follows:

- A. The Applicant assures that:
- (1) It has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
  - (2) It has or will have satisfactory continuing control over the use of project equipment and facilities;
  - (3) The project equipment and facilities will be adequately maintained; and
  - (4) Its project will achieve maximum feasible coordination with transportation service assisted by other Federal sources.
- B. In accordance with 49 CFR 18.36(g)(3)(ii), the Applicant certifies that its procurement system will comply with the requirements of 49 CFR 18.36, or will inform FTA promptly that its procurement system does not comply with 49 CFR 18.36.

- C. To the extent applicable to the Applicant or its Project, the Applicant certifies that it will comply with the certifications, assurances, and agreements in Category 08 (Bus Testing), Category 09 (Charter Bus Agreement), Category 10 (School Transportation Agreement), Category 11 (Demand Responsive Service), Category 12 (Alcohol Misuse and Prohibited Drug Use), and Category 14 (National Intelligent Transportation Systems Architecture and Standards) of this document.
- D. If its application exceeds \$100,000, the Applicant agrees to comply with the certification in Category 02 (Lobbying) of this document.

### **23. TIFIA PROJECTS**

Each Applicant for Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, is required to provide the following certifications. FTA may not award Infrastructure Finance assistance to the Applicant until the Applicant provides these certifications by selecting Category ``23."

- A. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5307 applicable to Applicants seeking Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:
  - (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
  - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
  - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
  - (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 et seq. or 42 U.S.C. 1395 et seq.), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 23 U.S.C. chapter 6, not more than fifty (50) percent of the peak hour fare;
  - (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 23 U.S.C. chapter 6: (1) will use competitive procurement (as defined or approved by FTA), (2) will not

use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

- (6) In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) Has made available, or will make available, to the public information on the amounts available for Infrastructure Finance assistance, 23 U.S.C. chapter 6, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by no other Federal government source;
- (7) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;
- (8) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
- (9) In compliance with 49 U.S.C. 5307(d)(1)(H), (1) the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- (10) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;
- (11) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5307(d)(1)(J), each Federal fiscal year, the Applicant will spend at least one (1) percent of those funds authorized

under 49 U.S.C. 5307 for public transportation security projects (this includes only capital projects in the case of a Applicant serving an urbanized area with a population of 200,000 or more), unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and

(12) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5309(d)(1)(K): (1) an Applicant that serves an urbanized area with a population of at least 200,000 will expend not less than one (1) percent of the amount it receives each Federal fiscal year under 49 U.S.C. 5307 for transit enhancements, as defined at 49 U.S.C. 5302(a), and (2) if it has received transit enhancement funds authorized by 49 U.S.C. 5307(k)(1), its quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of the projects it has implemented during that Federal fiscal year using those funds, and that report is incorporated by reference and made part of its certifications and assurances.

B. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5309 applicable to Applicants seeking Infrastructure Finance assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless it is eligible to receive Federal assistance for those expenses and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

## **24. Deposits of Federal Financial Assistance to State Infrastructure Banks**

The State organization that administers the State Infrastructure Bank (SIB) Program on behalf of a State (State) and that is also an Applicant for Federal assistance authorized under 49 U.S.C. Chapter 53 that it intends to deposit in its SIB is requested to provide the following assurances on behalf of itself, its SIB, and each subrecipient. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though the SIB and a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its SIB and prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from the SIB and each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. FTA may not award Federal

assistance for the SIB Program to the State until the State provides these assurances by selecting Category ``24."

The State organization, serving as the Applicant (State) for Federal assistance for its State Infrastructure Bank (SIB) Program authorized by section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or by section 1511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, agrees and assures the agreement of its SIB and the agreement of each recipient of Federal assistance derived from the SIB within the State (subrecipient) that each public transportation project financed with Federal assistance derived from SIB will be administered in accordance with:

- A. Applicable provisions of section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or by section 1511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181;
- B. The provisions of the FHWA, FRA, and FTA or the FHWA and FTA cooperative agreement with the State to establish the State's SIB Program; and
- C. The provisions of the FTA grant agreement with the State that provides Federal assistance for the SIB, except that any provision of the Federal Transit Administration Master Agreement incorporated by reference into that grant agreement will not apply if it conflicts with any provision of section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, or Federal guidance pertaining to the SIB Program, the provisions of the cooperative agreement establishing the SIB Program within the State, or the provisions of the FTA grant agreement.
- D. The requirements applicable to projects of 49 U.S.C. 5307 and 5309, as required by 49 U.S.C. 5323(o); and
- E. The provisions of any applicable Federal guidance that may be issued as it may be amended from time-to-time, unless FTA has provided written approval of an alternative procedure or course of action.

*(Selection and Signature Page(s) follow – Omitted)*

BILLING CODE 4910-57-P

[FR Doc. E9-24922 Filed 10-16-09; 8:45 am]

BILLING CODE 4910-57-C

## Attachment F

### DOT's Civil Rights Requirements

#### **Non-Discrimination Agreement for Local Public Agencies**

##### Title VI Program

##### Organization and Staffing

Pursuant to 23 CFR 200, SUBRECIPIENT has designated a Title VI Coordinator who is responsible for monitoring practices, procedures, policies, and documents for compliance with Title VI. This individual is the designated liaison for Title VI program activities and for coordinating compliance monitoring with the Idaho Transportation Department Equal Employment Opportunity Office.

##### Assurances

##### 49 CFR Part 21.7

The SUBRECIPIENT hereby gives assurances:

1. That no person shall on the grounds of **race, color, or national origin**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the SUBRECIPIENT regardless of whether those programs and activities are Federally funded or not. The Federal-aid Highway Transportation Act of 1973 added **sex** to the list of prohibitive factors. **Disability** was added through Section 504 of the Rehabilitation Act of 1973. **Age** was subsequently added in 1975 under the Age Discrimination Act. **Minority populations and low-income populations** were added by Presidential Executive Order 12898. **Limited English proficient persons** was added by Presidential Executive Order 13166. Activities and programs which the SUBRECIPIENT hereby agrees to carry out in compliance with Title VI and these related statutes include, but are not limited to:
  - List all major Transportation programs and activities of the SUBRECIPIENT and Title VI responsibilities for each one of them (label Attachment 2).
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each Transportation program, activity, and facility (i.e. lands change to roadways, park and ride lots etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the SUBRECIPIENT by the Idaho Transportation Department (ITD) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The

person or persons whose signatures appear on this agreement are authorized to sign these assurances on behalf of the SUBRECIPIENT.

5. That the SUBRECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements: *The SUBRECIPIENT, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.*
6. That the SUBRECIPIENT shall insert the clauses of Attachment 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the SUBRECIPIENT shall insert the clauses of Attachment 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. The SUBRECIPIENT agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

#### Implementation Procedures

This agreement shall serve as the SUBRECIPIENT's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the SUBRECIPIENT, or in recognition of the public interest to be served by such sale or lease to the SUBRECIPIENT, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The SUBRECIPIENT shall:

1. Issue a policy statement, signed by the SUBRECIPIENT's authorized representative, which expresses SUBRECIPIENT's commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the SUBRECIPIENT's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The SUBRECIPIENT's authorized representative shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the SUBRECIPIENT's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. The Title VI Coordinator shall adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the SUBRECIPIENT's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the SUBRECIPIENT.
6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the SUBRECIPIENT.
7. Conduct Title VI reviews of the SUBRECIPIENT and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year. This report is due one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date.

a) Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

b) Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Coordinator. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the SUBRECIPIENT.

### **Discrimination Complaint Procedure**

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

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

- a) The date of alleged act of discrimination; or
- b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

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

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

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

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

- a) Name, address, and phone number of the complainant.

- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin or sex)
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the SUBRECIPIENT.
- f) A statement of the complaint.
- g) Other agencies (state, local or Federal) where the complaint has been filed.
- h) An explanation of the actions the SUBRECIPIENT has taken or proposed to resolve the issue raised in the complaint.

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

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

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

Idaho Transportation Department  
Equal Employment Opportunity Office – External Programs  
Karen Sparkman, EEO Manager  
PO Box 7149  
Boise, ID 83707-1129  
208-334-8852

Federal Highway Administration  
Idaho Division Office  
3050 Lakeharbor Lane, Suite 126  
Boise, ID 83703  
208-334-9180

### **Sanctions**

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

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the SUBRECIPIENT under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the SUBRECIPIENT.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the SUBRECIPIENT;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office

## **Attachment 1**

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

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

### **1. Compliance with Regulations**

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

### **2. Non-discrimination**

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

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

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

### **4. Information and Reports**

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

### **5. Sanctions for Non-compliance**

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

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

### **Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

## Attachment 2

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

### GRANTING CLAUSE

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

### HABENDUM CLAUSE

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

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

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<sup>1</sup> Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

## Attachment G

### Section 5311 Eligibility Checklist

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#### **Forward:**

The Idaho Transportation Department, Division of Public Transportation Department, is the grant recipient from the U.S. DOT Federal Transit Administration (FTA) 5311 funding for Non-Urbanized areas in Idaho. One Requirement of the program is that all subrecipients to the State's grant must be eligible to receive FTA Rural Public Transportation (Section 5311) funding.

Incorporated in your Grant Agreement, we are including this checklist to ensure your organization meets these requirements. Should you have any questions or concerns about these requirements, please DO NOT sign the agreement, and contact the Grants Administration Team at (800) 527-7985 toll free, or by e-mail to [GATeam@itd.idaho.gov](mailto:GATeam@itd.idaho.gov) as soon as possible.

Thank You,

Grants Administration Team, Division of Public Transportation

## Attachment G Section 5311 Eligibility Checklist

### Eligibility/Requirements Checklist for Section 5311 Subrecipient Status

✓	<b>Eligibility/Requirement Item</b>
<b>Eligibility – Organization Type:</b>	
	For Section 5311(f) Intercity Bus – Private for Profit
	For Section 5311 Rural Public Transportation – Not for Profit (501(c) type corporation)
	Public Body (City or County government, Transportation Authority, Political Subdivision etc.), Public corporation, Board, or Commission established under the laws of the State of Idaho
	Native American Indian Tribe (federally recognized)
<b>Eligibility – U. S. DOT Federal Transit Administration (FTA):</b>	
	Able to Certify, Assure to FTA FY 2009 Certifications and Assurances, as applicable
	Able and willing to comply with U.S. DOT Regulations, “Uniform Administrative Requirements for Grants and Agreements,” 49 CFR Part 18 or 49 CFR Part 19
	Able and willing to comply with U.S. DOT regulations, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs,” 49 CFR Part 40
<b>Requirements for the FTA Section 5311 and 5311(f) Programs:</b>	
<i>Requirements that apply to ALL Subrecipients:</i>	
	Must make service/vehicle/facility available to General Public “Open Door Policy”
	Costs and Services are directed towards serving rural transit in areas of less than 50,000 population
	Must Follow Americans With Disabilities Act (ADA), as amended, policies and compliance
	If receiving total federal funding of \$500,000 or more, must have an A-133 Single Audit level performed
	Allow access to records by the Idaho Transportation Department, State of Idaho, FTA, and associated U.S. DOT entities
	Must have, or follow ITD’s Disadvantaged Business Enterprise plan, provided more than \$250,000 in federal funds are being contracted out
	Must follow Title VI – Civil Rights Antidiscrimination Policies and Practices
	Must accommodate and have policy for Limited English proficiency
	Must have a Drug-Free Workplace policy in place, and approved by Board/Policy action(s)
	Must agree with Lobbying Disclosure
	Must develop and maintain a Safety and Emergency Preparedness Plan
	Must follow requirements for acquisition of capital assets by lease (as applicable)
<i>Requirements that apply to Subrecipients obtaining/operating vehicles:</i>	
	For vehicle operations, must be able to maintain vehicle insurance of \$1.5 - \$5 Million as required by Federal Motor Carrier Safety Administration (FMCSA)
	Signage on vehicles must include the words “Public Transportation,” along with service name and phone number
	Must capture monthly vehicle operational data and costs: service miles, service hours, passenger trips, etc.
	Must comply with, and report drug and alcohol testing results to FTA and ITD (DAMIS) {Does NOT apply to volunteer driver only operations}
	Must be compliant with FMCSA – Driver Training – Credentials (CDL, hiring practices)

## Attachment G Section 5311 Eligibility Checklist

✓	<b>Eligibility/Requirement Item</b>
<b>Requirements for the FTA Section 5311 and 5311(f) Programs (Continued):</b>	
<i>Requirements that apply to Subrecipients obtaining/operating vehicles(Continued):</i>	
	Must maintain and make available logs of accidents, incident reports, driver pre and post trip vehicle inspections, and driver logs
	For vehicle procurement, must follow pre-award and post-delivery inspections of vehicle(s) when required
	Must keep drug and alcohol files separate from other files, maintain a compliant drug and alcohol testing policy, and keep files in a secure, controlled access area
	Must agree with FTA Charter Bus requirements
	Must agree not to use vehicle to provide school bus service
	For vehicles, must follow Bus Testing requirements (Altoona Testing)
	Must follow Buy America requirements if receives over \$100,000 for vehicles or construction projects
<i>Requirements that apply to Subrecipients who are undertaking Construction Projects:</i>	
	Must follow Davis-Bacon Act (wages, wage records/rates, and anti-kickback)
	Must follow National Environmental Protection Act (NEPA) and FTA approval for construction projects

### **Mandatory Information/Forms for ITD Vendor Establishment:**

In order to set up your organization to receive funds from ITD, you need to provide the following information, and complete the forms attached to this document:

<b>Information Item</b>	<b>Needs to Include:</b>
Name of Individual who will be signing the Grant Agreement (Write in, or Type below)	Name, Title, Contact Telephone #, E-Mail Address (Write in, or Type below)
Name of Individual(s) authorized to sign Requests for Reimbursements: (Write in, or Type below)	Name, Title, Contact Telephone #, E-Mail Address (Write in, or Type below)

### **Other Forms to Complete:**

- IRS Form W-9
- State of Idaho Electronic Deposit Information/Authorization