



RECEIVED APR 29 2019

April 22, 2019

Kathy Rankin
City of Olathe
P.O. Box 768
Olathe, KS 66051-0768

RE: FY 2017-2018 Enhanced Mobility of Seniors and Individuals with Disabilities Program Funding Award for the City of Olathe

Dear Kathy,

Enclosed please find the Subrecipient Agreement between your agency and the KCATA for the FY 2017-2018 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program funds for the subject project.

Please have an Authorized Official of your agency sign the agreement and the following certifications also enclosed:

- **FY 2019 Certifications and Assurances**
- **Financial Certification of Matching Funds**
- **Certification for Civil Rights Complaint Status**
- **Single Audit Certification**
- **Equal Employment Opportunity (EEO) Certification**
- **FTA Drug and Alcohol Certification**

Please return the original Subrecipient Agreement and the certifications to KCATA. Be sure to keep a copy of the agreements and certifications for your files.

Upon receipt of the signed original agreements and certifications, your agency will be sent copies of the Quarterly Performance Report forms. Instructions for preparing the forms will also be included. The capital equipment procurement will not start until agreements and certifications have been signed and returned.

If you have any other questions, please contact Tracey Logan, Finance Compliance Officer at 816-346-0225 or via email at tlogan@kcata.org.

Sincerely,

Tracey Logan
Finance Compliance Officer

Enclosures

KANSAS CITY AREA TRANSPORTATION AUTHORITY

SUBAWARD GRANT AGREEMENT

(1) Pass- Through Entity	(2) Subrecipient
Kansas City Area Transportation Authority	City of Olathe, Kansas
(3) Federal Awarding Agency	(4) Subrecipient's Project Number
Federal Transit Administration	GEM1715
(5) CFDA Program Number & Name	(6) Federal Award Identification Number (FAIN)
20.513 Enhanced Mobility of Seniors and Individuals with Disabilities Program	MO-2017-011-01
(7) Federal Award Authorization Date	(8) Subrecipient's DUNS Number
3/28/2019	076264647
(9) Research & Development Subaward	(10) Subrecipient's Indirect Cost Rate
Not R & D Subaward	This subaward does not include indirect cost rate.
(11) Subaward Period of Performance	
December 12, 2018 through December 30, 2020	
(12) Federal \$ Obligated by this Action by KCATA to the Subrecipient	
\$550,000	
(13) Total Federal \$ Obligated to the Subrecipient by KCATA, Including Current Obligation	
\$581,599	
(14) Total Federal Award \$ Committed to the Subrecipient by KCATA	
\$581,599	
(15) Federal Subaward Project Description	
TAXI VOUCHER PROGRAM for operating assistance to provide a door-to-door on demand response transportation service to Olathe senior and disabled citizens.	

**SUBAWARD AGREEMENT
BETWEEN**

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
AND
CITY OF OLATHE
FOR**

Enhanced Mobility of Seniors and Individuals with Disabilities Program:

1) City of Olathe Taxi Voucher Program

CFDA 20.513

THIS SUBAWARD AGREEMENT (hereafter AGREEMENT) is made by and between the **KANSAS CITY AREA TRANSPORTATION AUTHORITY** (hereafter “**KCATA**”), a body corporate and politic, and a political subdivision of the States of Missouri and Kansas, with offices at 1350 East 17th Street, Kansas City, Missouri, and the **CITY OF OLATHE** (hereafter “**SUBRECIPIENT**”) with offices at 200 E. Santa Fe Street, Olathe, Kansas, 66061.

WITNESSETH:

WHEREAS, the **KCATA**, the designated recipient of Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (hereafter “**Enhanced Mobility**”), and the **SUBRECIPIENT**, pursuant to the provisions of the Moving Ahead for Progress in the 21st Century Act (hereafter “**MAP-21**”) and the Fixing America’s Surface Transportation Act (**FAST ACT**) and any amendments thereto, are authorized to enter into this agreement pertaining to federal funding committed for Enhanced Mobility funding under the jurisdiction of the **KCATA**; and

WHEREAS, **KCATA** is the primary recipient of funding under Federal Transit Administration (hereafter “**FTA**”) Project MO-2017-011-01, and the responsible entity for the disbursement of federal project funding; and

WHEREAS, the **SUBRECIPIENT**’s project, City of Olathe Taxi Voucher Program (hereafter “**PROJECT**”) is consistent with the region’s Coordinated Public Transit-Human Service Plan; and the **SUBRECIPIENT**’s project detailed below is included in grant MO-2017-011-01;

<u>Description of Project</u>	<u>FTA Code</u>	<u>Federal Funds Ceiling</u>	<u>% Federal Participation</u>
Olathe Taxi Coupon/ Voucher Program	30.09.01	\$550,000	50%

NOW, THEREFORE, in consideration of these mutual covenants and promises herein set forth, the **KCATA** and the **SUBRECIPIENT** agree as follows:

1. This AGREEMENT is effective as of FTA's Kansas STIP and pre-award authority date of December 12, 2018 and entered into on the last date affixed below by the signatory KCATA and the SUBRECIPIENT. PROJECTS are expected to begin no later than 120 days after the contract start date. This AGREEMENT shall remain in effect until December 30, 2020, unless terminated or otherwise modified in an Amendment.
2. The SUBRECIPIENT shall proceed with implementation of the PROJECT, as detailed in KCATA's grant application, MO-2017-011-01. The SUBRECIPIENT shall at all times comply with all applicable FTA requirements and guidelines as outlined in Appendix A of this Agreement. In the event of any noncompliance with FTA requirements and guidelines that creates an obligation to repay grant funds to the FTA, it will be the SUBRECIPIENT's obligation to make such repayment, and the SUBRECIPIENT will indemnify KCATA against and hold harmless from any obligation or liability with respect to such repayment.
3. THE KCATA shall reimburse the SUBRECIPIENT for eligible costs of implementing said PROJECT at the participation rate and subject to the funding ceiling delineated above. The SUBRECIPIENT shall submit reimbursement requests to KCATA no more frequently than monthly. All costs to be reimbursed under this AGREEMENT shall be supported by sufficient documentation evidencing that those costs were specifically incurred and paid. Documentation shall clearly indicate that the SUBRECIPIENT has provided its minimum required 50% local match of funding. All documentation of reimbursable costs and local match shall be clearly identified and readily accessible.
4. The SUBRECIPIENT agrees to supply quarterly reports required by KCATA, utilizing report forms supplied or approved by the KCATA. Quarterly Reports shall be submitted by the 15th of the month following calendar quarters ending in December, March, June and September. These reports include: Program Performance Report – reporting applicable program performance measures, Activity Report and Project Expenditure Report.

All reports and submissions from the SUBRECIPIENT concerning this AGREEMENT shall be sent to:

Tracey Logan
KCATA
1200 E 18th Street
Kansas City, MO 64108

Communications regarding this AGREEMENT shall be exchanged with Tracey Logan, (816) 346-0225 or via email tlogan@kcata.org.

5. The SUBRECIPIENT agrees to have an annual audit conducted in accordance with 2 CFR 200 (previously referred to as OMB Circular A-133) if Federal award expenditures are \$750,000 or more in the past fiscal year. A copy of the 2 CFR 200 required audit is to be submitted to the KCATA within thirty (30) days of receiving the audit report or nine (9) months after the end of the audit period, whichever occurs earlier.
6. The SUBRECIPIENT binds themselves, their successors, assignees, executors and administrators in respect to all covenants of this AGREEMENT. The SUBRECIPIENT shall not sign, sublet or transfer their interest in this AGREEMENT without the written consent of KCATA.
7. This AGREEMENT represents the entire and integrated agreement between parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by all parties.
8. KCATA's grant application, MO-2017-011-01, Master Agreement and Certifications and Assurances documents hereto attached, and all applicable Federal, State and Local statutes and regulations are incorporated into this AGREEMENT by this reference and are binding upon the SUBRECIPIENT.

The FTA has issued a guidance circular for the Enhanced Mobility program, FTA Circular 9070.1G. This circular is available on the FTA website at:

<https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/enhanced-mobility-seniors-and-individuals-disabilities>

Chapter eight of the circular summarizes applicable FTA and other Federal requirements.

9. The following Appendices are attached hereto as part of this AGREEMENT. This AGREEMENT and any amendments issued hereafter constitute the entire AGREEMENT between the KCATA and the SUBRECIPIENT.

Appendix A - Contract Conditions/Federal Requirements
Appendix B - MO-2017-011-01 Grant Agreement
Appendix C - Master Agreement
Appendix D - FTA Certifications and Assurances

10. This subaward is not for research or development.
11. This subaward does not include indirect cost.

**KANSAS CITY AREA TRANSPORTATION
AUTHORITY**

Enhanced Mobility of Seniors and Individuals with Disabilities (§5310)
Subrecipient Agreement

FINANCIAL CERTIFICATION OF MATCHING FUNDS

This is to ensure sufficient funds are available to pay the non-federal share of project expenditures for the following project to be under the provisions of the Moving Ahead for Progress in the 21st Century Act (MAP-21), as amended and the Fixing America's Surface Transportation Act (FAST Act). Only one certification per sponsoring agency is necessary.

Project Title: City of Olathe Taxi Voucher Program

Non-Federal Amount: 550,000

Sponsoring Agency: City of Olathe

Chief Elected Official (or Chief Executive Officer):

Name (print): Michael Copeland, Mayor

Signature: _____

Date: _____

Chief Financial Officer:

Name (print): Dianna Wright

Signature: _____

Date: _____

DUNS Number: 076264647

**Central Contractor Registry
(CCR) Expiration Date:** _____

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
SINGLE AUDIT CERTIFICATION FORM**

Organization: City of Olathe Fiscal Year End: 12 / 31 / 2019

Award #(s): Project # MO-2017-011-01

We have exceeded the federal expenditure threshold of \$750,000. We will have our audit as required under 2 CFR 200 (previously referred to as OMB A-133) completed and will submit a copy of the reporting package as defined in 2 CFR 200 to the audit clearinghouse.

We did not exceed the \$750,000 federal expenditure threshold required for a 2 CFR 200 audit to be performed this fiscal year. (Fill out schedule below)

SECTION I - This section must be filled out by subrecipients NOT required to have A-133 audit as applicable:

Federal Funds				
<u>Federal Grantor</u>	<u>Pass-through Grantor</u>	<u>Program Name & CFDA Number</u>	<u>Award Number</u>	<u>Expenditures</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Federal Expenditures for this Fiscal Year				\$ _____

SECTION II - This section must be completed by ALL subrecipients

Authorized Signature	<u>Scott D. McDonald</u>	
	Printed Name	
<u>Senior Accountant</u>	Date	
Title	<u>Olathe, KS</u>	<u>66051-0768</u>
Mailing Address:	City, State	Zip Code
<u>smcdonald@olatheks.org</u>	<u>913-971-8667</u>	_____
Email Address:	Phone Number	Fax Number

Completed forms must be submitted annually, within 45 days after the end of your organizations fiscal year to:

Tracey Logan
KCATA
1350 East 17th Street
Kansas City, MO 64108

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE: _____

TITLE: Mayor _____

DATE: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract Grant cooperative agreement loan loan guarantee loan insurance	Status of Federal Action: a. bid/offer/application initial award post-award	Report Type: a. initial filing material change For Material Change Only: year _____ quarter _____ date of last report _____
Name and Address of Reporting Entity: Prime _____ Subawardee Tier _____ <i>(if known)</i> Congressional District, <i>if known</i> : _____	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> : _____	
Federal Department/Agency: _____	Federal Program Name/Description: _____ CFDA Number, if applicable: _____	
Federal Action Number, if known: _____	Award Amount, if known: \$ _____	
a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____	Individual Performing Services (including address if different from 10a) (last name, first name, MI) _____	
11 Information requested through this form is authorized by title 31 U.S.C., section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make a payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

Identify the status of the covered Federal action.

Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.

If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State, and zip code of the prime Federal recipient. Include Congressional District, if known.

Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

(a) Enter the full name, address, city, State, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10(a). Enter the Last Name, First Name, and Middle Initial (MI).

The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**KANSAS CITY AREA TRANSPORTATION
AUTHORITY**

Enhanced Mobility of Seniors and Individuals with Disabilities (§5310)
Subrecipient Agreement

CERTIFICATION FOR CIVIL RIGHTS COMPLAINT STATUS

THIS IS TO CERTIFY THAT City of Olathe
(Subrecipient)

I hereby certify that our organization **DOES NOT** have any pending Title VI (Civil Rights) lawsuits or complaints of discrimination filed against its transit program.

I hereby certify that our organization **DOES** have (provide number) pending Title VI (Civil Rights) lawsuits or complaints of discrimination filed against its transit program.

Describe any lawsuits or complaints that have been received or acted on in the last year based on Title VI of the Civil Rights Act or other relevant civil rights requirements; and sub-recipient must provide a status of lawsuits or an explanation of how complaints were resolved including corrective actions taken.

To comply with the Civil Rights Act of 1964, Title VI, the Americans with Disabilities Act of 1990, Title II, and the Vocational Rehabilitation Act of 1973, Section 504, we do not discriminate on the basis of disability, race, color, national origin, or gender.

Subrecipient's Authorized Representative:

Signature _____ Date: _____

Print Name Michael Copeland, Mayor

KANSAS CITY AREA TRANSPORTATION AUTHORITY

**Enhanced Mobility of Seniors and Individuals with
Disabilities Program (§ 5310)**

CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY (EEO)

THIS IS TO CERTIFY THAT City of Olathe
(Name of Subrecipient)

X **IS REQUIRED** to comply with the Equal Employment Opportunity (EEO) Program Requirements of this AGREEMENT because our agency meets the following criteria as defined in FTA C 4704.1:

- Employs 100 or more transit-related employees*, and
- Receives capital or operating assistance in excess of \$1 million in the previous Federal fiscal year; or
- Receives planning assistance in excess of \$250,000

A copy of our Equal Employment Opportunity Program is available for review by the Kansas City Area Transportation Authority or Federal Transit Administration (FTA) upon request.

 IS NOT REQUIRED to comply with the Equal Employment Opportunity (EEO) Program Requirements of this AGREEMENT because the agency falls below the above listed criteria.

Subrecipient's Authorized Representative:

Signature _____ Date _____

Printed Name Michael Copeland Title Mayor

** A transit-related employee is an employee of an FTA applicant, recipient or subrecipient who is involved in any aspect of an agency's mass transit operation funded by FTA.*

ADA CERTIFICATION FOR NOT-FOR-PROFIT

Certification of Equivalent Service

_____ 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. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:

1. Response time
2. Fares
3. Geographic service areas
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.

In accordance with 49 CFR 37.103 not-for-profit organizations operating demand responsive systems for the general public which receive financial assistance under Chapter 53 of Title 49, United States Code must file this Certification with the appropriate state program office. **This certification is valid for no longer than one year from its date of filing.**

Michael Copeland
Name of Official

Signature

Mayor
Title

Date

**KANSAS CITY AREA TRANSPORTATION AUTHORITY
CERTIFICATION AND ASSURANCE**

FTA DRUG AND ALCOHOL TESTING REGULATIONS

ALCOHOL MISUSE AND PROHIBITED DRUG USE

Note: Recipients that receive only Section 5310 program assistance are not subject to Federal Transit Administration's (FTA) drug and alcohol testing rules, but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for all employees who hold commercial driver's licenses (49 CFR Part 382). Section 5310 recipients and subrecipients that also receive funding under one of the covered FTA programs (Section 5307, 5309, or 5311) should include any employees funded under Section 5310 projects in their testing program.

SECTION I

THIS IS TO CERTIFY THAT City of Olathe
(Name of Subrecipient)

IS NOT REQUIRED to comply with the FTA Drug and Alcohol Testing Regulations because our agency **only** receives Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities funds and is thereby not subject to FTA's drug and alcohol testing rules.

IS REQUIRED to comply with the FTA Drug and Alcohol Testing Regulations.

If your agency is subject to the FTA Drug and Alcohol Testing Regulations, please complete Section II and return to KCATA.

Subrecipient's Authorized Representative:

Signature _____ Date _____

Printed Name Michael Copeland Title Mayor

SECTION II

CONTRACTOR / SUB-CONTRACTOR COMPLIANCE GUIDELINES

For purposes of this compliance program, **safety sensitive employees** are defined as follows:

Those employees whose job functions are, or whose job descriptions include the performance of functions, related to the safe operation of mass transportation service.

The following are categories of safety-sensitive functions:

1. operating a revenue service vehicle, including when not in revenue service;
2. operating a non-revenue service vehicle when required to be operated by a holder of a Commercial Driver's License (CDL);
3. controlling dispatch or movement of a revenue service vehicle or equipment used in revenue service;
4. maintaining (including repairs, overhaul, and rebuilding) revenue service vehicles or equipment used in revenue service; and
5. carrying a firearm for security purposes or
6. Contractor employees that stand in the shoes of transit system employees.

Any supervisor who performs or whose job description includes the performance of any function listed above is also considered a safety-sensitive employee.

NOTE:

- All contractors (1st Tier) that "stand in the shoes" of a grantee/recipient and perform safety-sensitive functions are covered by the DOT / FTA regulations and must have a compliant drug and alcohol program.
- All subcontractors (2nd Tier) that "stand in the shoes" of a grantee/recipient and perform safety-sensitive functions are covered by the DOT / FTA regulations and must have a compliant drug and alcohol program.

EXCLUSION – Second Tier Maintenance Contractors

- This specific exclusion exists only in relation to maintenance subcontractors because of the specific and unique nature of these vendors. This exclusion does not pertain to any other safety-sensitive subcontractors (e.g. operations, security).

CERTIFICATION & ASSURANCE OF COMPLIANCE – I have determined that our Company will be engaged in one or more safety-sensitive functions listed above and must comply with FTA and DOT regulations

CERTIFICATION & ASSURANCE OF NON-COMPLIANCE – I have determined that our company will not be engaging in any of the safety-sensitive functions listed above and must not comply with FTA or DOT regulations.

Please check one and only one box above to verify Compliance or Non-Compliance with FTA and/or DOT regulations and sign below. (If you are selecting the Certification & Assurance of Compliance box please complete the attached *Contractor Checklist for Drug and Alcohol Program*. Please return all originals along with this original document to the Procurement Department. **Non-responsiveness shall result in suspension of contract and/or performance of services and/or non-payment of outstanding invoices.**

(CONTRACTOR)

**Kansas City Area Transportation Authority
(KCATA)**

By _____
(SIGNATURE)

By _____
(SIGNATURE)

Name Michael Copeland

Gaylord Salisbury II

Title Mayor

Director of Procurement

Date _____

Date _____

PROCEDURES AND IMPLEMENTATION

1. The Procurement Department shall ensure that all Invitations for Bid (IFB), Request for Proposals (RFP), or Request for Quotes (RFQ) for services that include the performance of safety-sensitive functions as defined above shall include provisions requiring compliance with mandated DOT/FTA drug and alcohol testing regulations. The KCATA reserves the right to audit the contractor's drug and alcohol testing program prior to the start of work.
2. Prior to the start of work, the contractor must certify and assure to the Procurement Department that his/her firm is in compliance with the DOT/FTA regulations. (Compliance can be achieved through an in-house program or through a consortium.) The certification shall remain in effect during the term of the agreement. A copy of the signed certification shall be sent to the DOT Administrator in the Public Safety & Security Department.
3. Each covered contractor shall send an annual drug and alcohol Management Information System (MIS) report to the DOT Administrator. The annual report must be submitted no later than the 1st of March following the close of the year. Continued payment of contractor invoices by the KCATA is contingent upon contractor submission of the required report on a timely basis and compliance with FTA mandated rules. The report shall be addressed as follows

Kansas City Area Transportation Authority
1350 East 17th Street
Kansas City, MO 64108
Attn: Amy Chambers DOT Administrator – Public Safety & Security Department

4. The DOT Administrator of the Loss Prevention & Control Department shall be responsible for filing the contractor's annual report with the FTA, along with KCATA's own testing data. The reports shall be submitted to the FTA no later than March 15th of each year.
5. The covered contractor shall be responsible for the ongoing monitoring of contractor compliance with DOT/FTA regulations, including ensuring that the annual reports as described above are submitted on time.
6. On a biennial (every two years) basis, the DOT Administrator shall audit contractor compliance, which may include site visits, and report adverse findings to the Procurement Department. The Procurement Department shall advise the contractor of any adverse findings.
7. The contractor shall be responsible for ensuring that corrective actions have been taken in a timely basis and reported back to the Procurement Department. The Procurement Department shall notify the DOT Administrator of corrective action.

KANSAS CITY AREA TRANSPORTATION AUTHORITY

**Enhanced Mobility of Seniors and Individuals with
Disabilities Program (§ 5310)**

**CERTIFICATION OF DISADVANTAGE BUSINESS ENTERPRISE (DBE) PROGRAM
REQUIREMENT**

THIS IS TO CERTIFY THAT City of Olathe
(Name of Subrecipient)

 IS REQUIRED to comply with the Disadvantage Business Enterprise (DBE) Program Requirements of this AGREEMENT because our agency meets the following criteria as defined in FTA C 4704.1

- The agency receives funding from Federal Transit Administration (FTA).
- The agency will spend \$250,000 or more of FTA grant money for anything except labor costs and purchasing new transit vehicles

A copy of our DBE Program is available for review by the Kansas City Area Transportation Authority or Federal Transit Administration (FTA) upon request.

X **IS NOT REQUIRED** to comply with the Disadvantage Business Enterprise (DBE) Program Requirements of this AGREEMENT because the agency falls below the above listed criteria.

Subrecipient's Authorized Representative:

Signature _____ Date _____

Printed Name Michael Copeland Title Mayor

SUBRECIPIENT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, age, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements FTA may issue.

2. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S.EEOC) regulations, "Age Discrimination in Employment Act," 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, and U. S. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR part 90, and Federal transit law at 49 U.S.C. §5332, the SUBRECIPIENT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements FTA may issue.
3. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12102 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et eq.*, and the Federal transit law at 49 U.S.C. § 5332, the SUBRECIPIENT agrees that it will not discriminate against individuals on the basis of disability. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements FTA may issue.

C. **ADA Access Requirements.** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112 and section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the SUBRECIPIENT agrees that it will comply with the requirements of U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and U.S. Department of Transportation regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, the SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. § 5301 (d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly persons and persons with disabilities. SUBRECIPIENT also agrees to comply with any implementing requirements FTA may issue.

D. **Environmental Justice.** Except as the Federal Government determines otherwise in writing, the SUBRECIPIENT agrees to promote environmental justice by:

Appendix A
Contract Conditions/Federal Requirements

1. BREACH OF CONTRACT; REMEDIES

- A. If SUBRECIPIENT shall fail, refuse or neglect to comply with the terms of this AGREEMENT, such failure shall be deemed a total breach of AGREEMENT and the SUBRECIPIENT shall be subject to legal recourse by KCATA, plus costs resulting from failure to comply including the KCATA's reasonable attorney fees, whether or not suit be commenced.
- B. The duties and obligations imposed by this AGREEMENT and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law or equity. No action or failure to act by KCATA shall constitute a waiver of any right or duty afforded under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

2. CIVIL RIGHTS

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S. C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, age, sex, sexual orientation, gender identity, national origin or disability. In addition, the SUBRECIPIENT agrees to comply with provisions of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for FTA recipients," 05-13-07 and other applicable Federal implementing regulations and other implementing regulations that the Federal Transit Administration (FTA) may issue.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this AGREEMENT:
 - 1. Race, Color, Creed, National Origin or Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42. U.S.C. §2000e, *et seq.*, and Federal transit laws at 49 U.S.C. §5332, the SUBRECIPIENT agrees to comply with all applicable equal opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the AGREEMENT. The

1. Following and facilitating compliance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, and
2. Following DOT Order 5620.3, "Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997.

E. SUBRECIPIENT understands that it is required to include this Article in all SUB-AGREEMENTS. Failure by the SUBRECIPIENT to carry out these requirements or to include these requirements in any SUB-AGREEMENT is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the KCATA deems appropriate, including but not limited to withholding monthly progress payments and/or disqualifying the SUBRECIPIENT from future awards as non-responsible.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. This AGREEMENT is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBEs) is 10 percent. KCATA's overall goal for DBE participation is 15.0 percent. A separate contract goal **has not been** established for this AGREEMENT.
- B. The SUBRECIPIENT shall not discriminate on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, disability or age in the performance of this AGREEMENT. The SUBRECIPIENT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted AGREEMENT. Failure by the SUBRECIPIENT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as KCATA deems appropriate. Each subcontract the SUBRECIPIENT signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The SUBRECIPIENT may not substitute, remove or terminate a DBE subcontractor without KCATA's prior written consent. Written consent of termination may be given if the SUBRECIPIENT has demonstrated good cause. Before submitting its request to terminate or substitute a DBE subcontractor, the SUBRECIPIENT must give notice in writing to the DBE subcontractor, with a copy to KCATA, of its intent to request to terminate and/or substitute, and the reason for the request. The SUBRECIPIENT must give the DBE five days to respond to the SUBRECIPIENT's notice and advise KCATA and the SUBRECIPIENT of the reasons, if any, why it objects to the proposed termination of its subcontract and why KCATA should not approve the SUBRECIPIENT's action. If required in a particular case as a matter of public necessity (e.g., safety), the response period may be shortened.

4. EMPLOYEE PROTECTIONS

- A. **Public Transportation Employee Protective Arrangements (Standard).** To the extent that the FTA determines that transit operations are involved, the SUBRECIPIENT agrees to carry out the transit operations work on this AGREEMENT in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this AGREEMENT and to meet guidelines established in 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. Department of Labor to the FTA, the employee protective requirements of 49 U.S.C. § 5333(b) (formerly known as Section 13(c) of the Federal Transit Act), and the U.S. Department of Labor certification applicable to the grant from which Federal assistance is provided to support work on this AGREEMENT. The SUBRECIPIENT agrees to carry out that work in compliance with the conditions stated in that U.S. Department of Labor certification which is incorporated in and made part of this AGREEMENT.
- B. **Public Transportation Employee Protective Arrangements (for Elderly and Disabled Transportation).** If the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements are necessary or appropriate on work performed under this AGREEMENT, the SUBRECIPIENT agrees to comply with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C § 5333(b) (formerly known as Section 13(c) of the Federal Transit Act), U.S. Department of Labor (“DOL”) guidelines established in 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL’s letter of certification to the FTA, applicable to the grant from which Federal assistance is provided to support work on this AGREEMENT. The SUBRECIPIENT agrees to perform transit operations in connection with the underlying AGREEMENT in compliance with the conditions stated in that U.S. DOL letter. The SUBRECIPIENT agrees to comply with U.S. DOL’s certification of public transportation employee protective arrangements for the Project, dated as displayed on the underlying Grant Agreement.

5. ENVIRONMENTAL REGULATIONS

- A. **Clean Water.** The SUBRECIPIENT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251-1387 *et seq.* The SUBRECIPIENT agrees to report, and require each subcontractor at every tier receiving more than \$100,000 from this AGREEMENT to report, any violation of these requirements resulting from any project implementation activity to KCATA. The SUBRECIPIENT understands that KCATA will in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- B. **Energy Conservation.** The SUBRECIPIENT agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The SUBRECIPIENT agrees to include the requirements of this clause in all subcontracts under this AGREEMENT.

- C. **Clean Air Requirements for Transit Operations.** The U.S. EPA imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the SUBRECIPIENT agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project including all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended, 42 U.S.C. Section 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. Sections 7401 through 7671q.: “Control of Air Pollution from Mobile Sources,” 40 CFR Part 85; “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines,” 40 CFR Part 86; and “Fuel Economy of Motor Vehicles,” 40 CFR Part 600. The SUBRECIPIENT agrees to report, and to require each subcontractor at any tier receiving more than \$100,000 from this AGREEMENT to report, any violation of these requirements resulting from any project implementation activity to KCATA. KCATA will, in turn, report each violation as required to assure notification to FTA and the appropriate U.S. EPA Regional Office.
- D. **Recovered Materials/Recycled Products.** To the extent practicable and economically feasible, the SUBRECIPIENT agrees to provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient. Examples of such products may include, but are not limited to, products described in U.S. Environmental Protection Agency guidelines at 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), and Executive Order 12873. The Contractor also agrees to include these requirements in each subcontract at every tier receiving more than \$10,000.

6. FEDERAL REQUIREMENTS

- A. **Changes.** SUBRECIPIENT shall at all times be aware and comply with all applicable Federal Transit Administration regulations, policies, procedures and directives, including without limitation, those listed directly or by reference in the AGREEMENT between KCATA and FTA (FTA MA (24) dated October 1, 2017), as they may be amended or promulgated from time to time during the term of this AGREEMENT. SUBRECIPIENTs’ failure to so comply shall constitute a material breach of this AGREEMENT. SUBRECIPIENT agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to its provisions.
- B. **Debarment and Suspension Certification.**
1. The SUBRECIPIENT shall comply and facilitate compliance with U.S. DOT regulations “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget & U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180.
 2. The SUBRECIPIENT, its principals and any affiliates, shall certify that it is not included in the “U.S. General Services Administration’s List of Parties Excluded from Federal

Procurement or Non-procurement Programs,” as defined at 49 CFR Part 29, Subpart C.

3. The SUBRECIPIENT agrees to refrain from awarding any subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractor (at any tier) seeking a contract exceeding \$25,000.
4. The SUBRECIPIENT agrees to provide KCATA a copy of each conditioned debarment or suspension certification provided by a prospective subcontractor at any tier, and to refrain from awarding a subcontract with any party that has submitted a conditioned debarment or suspension certification until FTA approval is obtained.
5. The SUBRECIPIENT agrees to collect a debarment and suspension certification from the prospective third party contractor, or include a clause in the third party contract requiring disclosure and check the Excluded Parties List System (EPLS) that is now a part of the System for Awards Management (SAM) located at www.sam.gov.

C. Disclaimer of Federal Government Obligation or Liability. The SUBRECIPIENT, and any subcontractors acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this AGREEMENT, absent the express written consent by the Federal Government, the Federal Government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to the SUBRECIPIENT, or any other party (whether or not a party to this AGREEMENT) pertaining to any matter resulting from this AGREEMENT. It is further agreed that the clause shall be included in each subcontract and shall not be modified, except to identify the subcontractor who will be subject to its provision.

D. Incorporation of Federal Transit Administration (FTA) Terms. The provisions in this AGREEMENT include certain standard terms and conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or any revision thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the AGREEMENT. SUBRECIPIENT shall not perform any act, fail to perform any act, or refuse to comply with any KCATA requests that would cause KCATA to be in violation of the FTA terms and conditions. The SUBRECIPIENT agrees to include this clause in all subcontracts at any tier. It is further agreed that the clause shall not be modified, except to identify the subcontractors who will be subject to the provision.

E. Annual Audits. The SUBRECIPIENT agrees to have an annual audit conducted in accordance with 2 CFR 200 (previously referred to as OMB Circular A-133) if Federal award expenditures are \$750,000 or more in the past fiscal year. A copy of the 2 CFR 200 required audit is to be submitted to the KCATA within thirty (30) days of receiving the audit report or nine (9) months after the end of the audit period, whichever occurs earlier.

- 1) The SUBRECIPIENT shall permit the KCATA and the FTA, or any of their representatives or designees, to inspect all vehicles, facilities and equipment purchased by the SUBRECIPIENT as part of the project, all transportation services rendered by

the SUBRECIPIENT by the use of such vehicles, facilities and equipment, and all relevant project data and records.

- 2) In addition, the KCATA and the FTA, or any of their representatives or designees, shall have full access to and the right to examine, during normal business hours and as often as the KCATA or the FTA deems necessary, all of the SUBRECIPIENT's records with respect to all matters covered by this Agreement. Such rights shall last for three (3) years beyond the longer of the following periods: (a) the period during which any property acquired with funds provided pursuant to this Agreement is used for purposes for which the federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits; or (b) the period during which the SUBRECIPIENT retains ownership or possession of such property. All documents, papers, accounting records and other material pertaining to costs incurred in connection with the project shall be retained by the SUBRECIPIENT for three (3) years from the date of final payment to facilitate any audits or inspections.

F. Federal Funding Accountability and Transparency Act of 2006. The SUBRECIPIENT shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This AGREEMENT is subject to the award terms within 2 CFR Part 170.

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

7. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- A. The SUBRECIPIENT acknowledges that the provisions of 49 U.S.C. Section 5323(l) extends the criminal fraud provisions of 18 U.S.C. Section 1001 to all certificates, submissions, or statements made in connection with any program financed under the Federal transit program. In addition, the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Sections 3801 *et seq.*, and DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to any false or fraudulent statement or claim made under the Federal transit program.
- B. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying AGREEMENT, the SUBRECIPIENT certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the project covered under this AGREEMENT. In addition to other penalties that may be applicable, the SUBRECIPIENT further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification,

the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the SUBRECIPIENT to the extent the Federal Government deems appropriate.

- C. The SUBRECIPIENT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with this AGREEMENT, the Government reserves the right to impose on the SUBRECIPIENT the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n) (1), to the extent the Federal Government deems appropriate.
- D. The SUBRECIPIENT agrees to include these clauses in each subcontract under this AGREEMENT, and it is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. GOVERNING LAW

This AGREEMENT shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Missouri. Any action of law, suit in equity, or other judicial proceeding to enforce or construe this AGREEMENT, respecting its alleged breach, shall be instituted only in the Circuit Court of Jackson County, Missouri.

9. HEADINGS

The headings included in this AGREEMENT are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of intent of any provision, and shall not be construed to affect, in any manner, the terms and provisions hereof of the interpretation or construction thereof.

10. INDEMNIFICATION

- A. To the fullest extent permitted by law, SUBRECIPIENT agrees to and shall indemnify, defend and hold harmless KCATA, its Commissioners, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees whether or not suit be commenced) by or to any person or entity (collectively the "Liabilities") arising out of, caused by, or resulting from the acts or omissions of SUBRECIPIENT, SUBRECIPIENT'S subcontractors, or sub-subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under this AGREEMENT, and provided such claim is attributable to bodily injury, sickness, disease or death of any person, or injury to or destruction of property, including consequential damages, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, so long as such Liabilities are not caused by the sole negligence or willful misconduct of a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

- B. In claims against any person or entity indemnified under this section, by an employee or SUBRECIPIENT, subcontractor or sub-subcontractor or anyone directly or indirectly employed by any of them, the indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the SUBRECIPIENT, SUBRECIPIENT'S subcontractor, or sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. If any action at law or suit in equity is instituted by any third party against SUBRECIPIENT arising out of or resulting from the acts of SUBRECIPIENT in performing work under this AGREEMENT, SUBRECIPIENT shall promptly notify KCATA of such suit.
- C. If any action at law or suit in equity is instituted by any third party against KCATA or its commissioners, officers or employees arising out of or resulting from the acts of SUBRECIPIENT, SUBRECIPIENT'S subcontractor or sub-subcontractor, their respective agents or anyone directly or indirectly employed by any of them in providing products, equipment or materials, or in performing work or services under this AGREEMENT, and if SUBRECIPIENT has failed to provide insurance coverage to KCATA against such action as required herein or otherwise refuses to defend such action, KCATA shall have the right to conduct and control, through counsel of its choosing, the defense of any third party claim, action or suit, and may compromise or settle the same, provided that KCATA shall give the SUBRECIPIENT advance notice of any proposed compromise or settlement.
- D. KCATA shall permit SUBRECIPIENT to participate in the defense of any such action or suit through counsel chosen by the SUBRECIPIENT, provided that the fees and expenses of such counsel shall be borne by SUBRECIPIENT. If KCATA permits SUBRECIPIENT to undertake, conduct and control the conduct and settlement of such action or suit, SUBRECIPIENT shall not consent to any settlement that does not include as an unconditional term thereof the giving of a complete release from liability with respect to such action or suit to KCATA. SUBRECIPIENT shall promptly reimburse KCATA for the full amount of any damages, including fees and expenses of counsel for KCATA, incurred in connection with any such action.

11. LOBBYING

- A. The SUBRECIPIENT is bound by its certification to the Authority regarding the use of federal or non-federal funds to influence, or attempt to influence any federal officer or employee regarding the award, execution, continuation, or any similar action of any federal grant or other activities as defined in 31 U.S.C. 1352, 2 CFR § 200.450, 2 CFR part 200 Appendix II (J) and 49 CFR part 20. The SUBRECIPIENT agrees to comply with this requirement throughout the term of the AGREEMENT.
- B. The SUBRECIPIENT agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000, under this AGREEMENT and to obtain the same certification and disclosure from all subcontractors (at all tiers).

12. TRANSIT ASSET MANAGEMENT

Unless FTA determines otherwise in writing, the SUBRECIPIENT agrees to develop a Transit Asset Management Plan that complies with the Federal transit laws, specifically 49 U.S.C. § 5326 and 5337(a)(4), as amended by MAP-21, Federal regulations pertaining to the National Transit Asset Management System required to be issued by 49 U.S.C. § 5326(d), as amended by MAP-21, and Performance Measures and Targets required to be issued by 49 U.S.C. § 5326(c)(1), as amended by MAP-21, other applicable Federal laws and regulations.

13. INSURANCE

- A. In addition to other insurance requirements that may apply, the SUBRECIPIENT agrees to comply with the flood insurance purchase provisions of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction having an insurable cost of \$10,000 or more, or an acquisition having an insurable cost of \$10,000 or more. It will comply with the insurance requirements normally imposed by its State and local laws, regulations, and ordinances, except as the Federal Government determines otherwise in writing.
- B. The SUBRECIPIENT agrees to include these requirements in all subcontracts at all tiers exceeding \$100,000, under this AGREEMENT and to obtain the same certification and disclosure from all subcontractors (at all tiers).

14. PROHIBITED INTERESTS

- A. No board member, officer, employee or agent of SUBRECIPIENT, KCATA or of a local public body who has participated or will participate in the selection, award, or administration of this AGREEMENT, nor any member of his or her immediate family, business partner or any organization which employs, or intends to employ any of the above during such period, shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof, to any share or part of this AGREEMENT, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.
- B. No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the AGREEMENT, or to any benefit arising there from. This shall not be construed to prevent any such person from owning stock in a publicly-owned corporation.

15. RECORD RETENTION AND ACCESS

- A. The SUBRECIPIENT agrees that, during the course of this AGREEMENT and any extensions thereof, and for three years thereafter, it will maintain intact and readily accessible all data, documents, reports, records, contracts, and supporting materials relating to this AGREEMENT in accordance with 2 CFR § 200.33, 49 U.S.C. § 5325(g) and 49 CFR part 633. In the event of litigation or settlement of claims arising from the performance of this AGREEMENT, the SUBRECIPIENT agrees to maintain same until such litigation, appeals, claims or exceptions related thereto have been disposed of.
- B. The SUBRECIPIENT shall permit KCATA, the Federal Transit Administration and

Department of Transportation officials, the Comptroller General of the United States, to inspect all work, materials, construction sites, payrolls, and other data and records, and to audit the books, records, and accounts of the SUBRECIPIENT relating to its performance under this AGREEMENT.

- C. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

16. PROCUREMENT

- A. The SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. chapter 53 and other applicable Federal laws and regulations now in effect or later that affect its third-party procurements.
- B. The SUBRECIPIENT agrees to comply with U.S. DOT third party procurement regulations, specifically 49 CFR §§ 19.40 – 19.48, 49 U.S.C. 53, the Uniform Guidance (also referred to as the “Super Circular,” found at 2 CFR 200, replacing and superseding FTA’s Common Grant Rules found at 49 CFR 18), and other applicable Federal regulations that affect its third party procurements in effect now and as may be later amended and to follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” and amendments thereto, to the extent consistent with applicable Federal laws, regulations, and guidance, except as FTA determines otherwise in writing

17. SEAT BELT USE POLICY

The SUBRECIPIENT is encouraged to comply with terms of Executive Order No. 13043 “Increasing Seat Belt Use in the United States” and is encouraged to include those requirements in each subcontract awarded for work relating to this Contract.

18. SEVERABILITY

If any clause or provision of this AGREEMENT is held to be invalid illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall continue in full force and effect. In lieu of each clause or provision of this AGREEMENT that is illegal, invalid, or unenforceable, there shall be added as a part of this AGREEMENT, a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

19. TERMINATION

- A. **Termination for Convenience.** The KCATA may terminate this AGREEMENT, in whole or in part, at any time by written notice to the SUBRECIPIENT when it is in KCATA’s best interest. Upon such termination the SUBRECIPIENT shall be entitled to compensation for PROJECT activities in accordance with this AGREEMENT which were incurred prior to the effective date of the termination, but not exceeding the federal funds ceiling set forth in the AGREEMENT.

B. **Termination for Default.** If the SUBRECIPIENT fails to perform in the manner called for in the AGREEMENT, or if the SUBRECIPIENT fails to comply with any other provisions of the AGREEMENT, KCATA may terminate this AGREEMENT for default. Termination shall be effected by serving a notice of termination on the SUBRECIPIENT setting forth the manner in which the SUBRECIPIENT is in default. The SUBRECIPIENT will only be paid for services performed in accordance with the manner of performance set forth in the AGREEMENT.

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least forty-five (45) days in advance of such termination date.

C. **Funding Contingency.** This AGREEMENT is subject to financial assistance provided by the U.S. Department of Transportation; the SUBRECIPIENT agrees that withdrawal or termination of such financial assistance by the U.S. DOT may require KCATA to terminate the Agreement.

D. **Opportunity to Cure.** KCATA in its sole discretion may, in the case of a termination for breach or default, allow the SUBRECIPIENT an appropriately short period of time in which to cure the defect. In such case, the written notice of termination will state the time period in which cure is permitted and other appropriate conditions. If SUBRECIPIENT fails to remedy to KCATA's satisfaction the breach or default of any of the terms, covenants, or conditions of this AGREEMENT within the time period permitted, KCATA shall have the right to terminate the AGREEMENT without any further obligation to SUBRECIPIENT. Any such termination for default shall not in any way operate to preclude KCATA from also pursuing all available remedies against SUBRECIPIENT and its sureties for said breach or default.

E. **Waiver of Remedies for any Breach.** In the event that KCATA elects to waive its remedies for any breach by SUBRECIPIENT of any covenant, term or condition of this AGREEMENT, such waiver by KCATA shall not limit KCATA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

20. TEXTING WHILE DRIVING AND DISTRACTED DRIVING

Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, KCATA encourages its SUBRECIPIENTS to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to encourage each subcontractor to do the same.

21. TRANSIT OPERATION RESTRICTIONS

A. **Charter Service Operation.** The SUBRECIPIENT agrees to comply with 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 CFR Part 604, which provide that SUBRECIPIENTS and SUBRECIPIENTS of FTA assistance are prohibited from providing

charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service agreement required by these regulations is incorporated by reference and made part of this AGREEMENT.

- B. **Buy America** – The SUBRECIPIENT agrees to abide by the provisions of the Buy America requirements in 49 U.S.C. § 5323(j), 49 CFR Subtitle B, Part 661.
- C. **Drug Use and Testing and Alcohol Misuse and Testing.*** SUBRECIPIENTS providing services involving the performance of safety sensitive activities must comply with 49 U.S.C. Section 5331 and FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR Part 655.
1. The SUBRECIPIENT agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 of the United States Department of Transportation and Federal Transit Administration Regulations.
 2. The SUBRECIPIENT agrees to produce any documentation necessary to establish its compliance with Parts 40 and Part 655, and permit any authorized representative of the United States Department of Transportation, the Federal Transit Administration or KCATA, to inspect all collection and testing facilities, to review all records associated with the implementation of the drug and alcohol testing program and audit and review the testing process as required under 49 CFR Part 40 and Part 655.
 3. If the SUBRECIPIENT is unwilling or unable to comply with the regulations, KCATA reserves the right to discontinue using the SUBRECIPIENT for safety-sensitive duties. SUBRECIPIENTS that bid on safety-sensitive work will be considered non-responsive if they do not have or are not able to supply documentation that a DOT/FTA compliant drug and alcohol-testing program has been established.
- D. **Substance Abuse/Drug-Free Workplace.** The SUBRECIPIENT to agrees to comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103 *et seq.*, the U.S. DOT regulations, “Government-wide Requirements for Drug-Free Workplace (Financial Assistance),” 49 CFR part 32, and any amendments to those regulations when they are issued, and follow and facilitate compliance with U.S. OMB guidance, “Government-wide Federal Transit Laws,” specifically 49 U.S.C. § 5331, as amended by MAP-21.
- E. **School Bus Operations.** The SUBRECIPIENT will not use FTA assisted facilities or equipment to support exclusive school bus operations except as permitted by 49 U.S.C. § 5323(f) or (g) and FTA regulations “School Bus Operations,” 49 CFR Part 605, to the extent consistent with 49 U.S.C § 5323 (f) or (g).
- F. **Protection of Animals.** A third-party contractor providing services involving the use of animals must comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 *et seq.*, and Department of Agriculture regulations, “Animal Welfare,” 9 CFR Subchapter A, Parts 1, 2, 3,

and 4

G. Reporting Requirements.

1. The SUBRECIPIENT agrees to provide quarterly reports specified in paragraph 5 of this AGREEMENT. In addition, KCATA is required to report to the FTA annually program performance measures and activities. Accordingly, the SUBRECIPIENT agrees to provide KCATA with any additional or follow-up information reasonably requested by KCATA, in order to meet KCATA's FTA reporting requirements
2. The SUBRECIPIENT agrees to collect and maintain all data, using proper procedures, requested by KCATA for compliance with the "Uniform System of Accounts and Records and Reporting System," 49 CFR Part 630, which includes various reports required for FTA's national transit database. The SUBRECIPIENT shall submit the requested information to KCATA no later than April 1st for the previous calendar year.
3. SUBRECIPIENT's failure to properly collect, maintain, and submit the data will be considered a breach of contract. In addition, the SUBRECIPIENT shall be liable to KCATA for any federal funds not allocated to KCATA due to a lack of, or deficient data, or improper procedures **used by the SUBRECIPIENT.**

* **Drug and Alcohol Testing.** SUBRECIPIENTs that receive only Section 5310 program assistance are not subject to FTA's drug and alcohol testing rules but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for all employees who hold commercial driver's licenses (49 CFR Part 382).

**APPENDIX C - FTA SECTION 5310 - ENHANCED MOBILITY OF SENIORS AND
INDIVIDUALS WITH DISABILITIES PROGRAM**

MO-2017-011-01

MASTER AGREEMENT

WEBSITE LINK TO COMPLETE DOCUMENTS AND REQUIREMENTS:

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2019>

**APPENDIX D - FTA SECTION 5310 - ENHANCED MOBILITY OF SENIORS AND
INDIVIDUALS WITH DISABILITIES PROGRAM**

FY 2019

ANNUAL CERTIFICATIONS AND ASSURANCES

WEBSITE LINK TO COMPLETE DOCUMENT AND REQUIREMENTS:

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/fta-fiscal-year-2019-certifications-and>

APPENDIX E – KCATA Property Management Standards

CHAPTER 53 (5310) OF TITLE 49, UNITED STATES CODE

GENERAL: Local Grantees are responsible to ensure that each vehicle is maintained in accordance with vehicle manufacturer's standards and to maintain the equipment at a high level of cleanliness, safety and mechanical soundness. Any neglect or misuse of equipment will be the responsibility of the local organization. Thus, local Grantees will be financially responsible if the vehicle cannot be resold at its fair market value.

INSURANCE: To protect the federal interest of equipment funded under Title 49 USC Chapter 53, KCATA requires the recipients to maintain in an amount and form satisfactory to KCATA such insurance as will be adequate to protect the federal share of the equipment throughout its useful life and/or in case of accident. If permitted by law, Grantees may maintain a self-insurance program in lieu of purchasing insurance coverage. Grantees shall verify compliance with this section by submitting a copy of its certificate of insurance, or self-insured, a copy of its self-insurance plan.

REQUEST TO DISPOSE OF VEHICLE(S) OR EQUIPMENT: Grantees are required to submit a written request for an inspection of the vehicle(s) or equipment they wish to dispose of, to be conducted by KCATA staff. This inspection will determine if the useful life of the vehicle(s) or equipment has been reached. Minimum standards for vehicle useful life are listed below:

Vans straight or modified	4 years or 100,000 miles
Mini-buses	7 years or 150,000 miles
School Buses	150,000 miles

DISPOSITION PROCEDURE: A recipient may dispose of a vehicle in either of two (2) ways;

- 1) A vehicle may be sold outright to a third party through a variety of approved processes, including advertised sealed bids, auto auction or the average of three (3) competent appraisals.
- 2) A vehicle may be sold by the recipient to itself. In this case the implicit price to be paid by the recipient will be the average wholesale value of the vehicle as specified in the most recent National Automobile Dealers Association (hereinafter, "NADA") Official Used Car Guide.

REPLACEMENT GUIDELINES FOR FEDERAL FUNDING: All vehicles must meet the above mentioned minimum mileage standards as of the date the applications are due at KCATA. A representative from KCATA may determine the vehicle's eligibility for early replacement upon written request for an on-site evaluation of the vehicles' condition.

